

SECOND AMENDMENT TO THE  
MASTER SERVICES AGREEMENT

between

THE STATE OF TEXAS, ACTING BY AND THROUGH  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES  
and  
ALLIED CONSULTANTS, INC.

This Second Amendment ("Amendment") is to the Master Services Agreement ("Agreement"), executed March 2, 2017, 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 Allied Consultants, Inc. ("Service Provider"), with a principal place of business at 1304 West Avenue, Austin, Texas 78701.

RECITALS

WHEREAS, the Parties entered into the Agreement for Managed Application Services - Rate Card Resources dated March 2, 2017;

WHEREAS, the First Amendment provided necessary changes to the mapping of Roles to Labor Categories, revised SOC 2 Report language, and Continuous Improvement – Service Levels' dates;

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- I. Amendment 1 of the Agreement is repealed in its entirety.
- II. **Section 3.1**, Term, of the Agreement shall be amended and replaced as follows:

The term of this Agreement shall commence as of 12:00:00 a.m., Central Time on the Effective Date and continue until 11:59:59 p.m., Central Time, on August 31, 2019, unless this Agreement is terminated earlier as provided herein, in which case the term of this Agreement shall end at 11:59:59 p.m., Central Time, on the effective date of such termination (the "Term").

- III. **Section 7.5 (a)**, Satisfaction Surveys, of the Agreement shall be amended and replaced as follows:

**General.** Service Provider shall cooperate with any independent third party that DIR shall engage to conduct annual customer satisfaction index survey(s) of the Services to be provided under this Agreement in accordance with the scope, survey protocols and procedures specified in Exhibit 14. Service Provider shall through an independent third party approved by DIR, complete satisfaction surveys in accordance with the survey protocols and procedures specified in Exhibit 14. Service Provider shall be responsible for the expenses of all such surveys conducted pursuant to this Section 7.5(a). In addition to the satisfaction survey(s) conducted through such independent third parties, Service Provider shall conduct itself such satisfaction surveys as described in **Exhibit 14**.

- IV. **Section 8.1b**, Continuity of Key Service Provider Personnel of the Agreement shall be amended and replaced as follows:

Service Provider shall cause each of the Key Service Provider Personnel to devote full time and effort to the provision of Services under this Agreement. In the event of the voluntary resignation, involuntary termination for cause, illness, disability or death of one of its Key Service Provider Personnel, Service Provider shall (i) give DIR as much notice as reasonably possible of such development and (ii) expeditiously identify and obtain DIR's approval of a suitable replacement. Service Provider shall transfer, reassign or remove one of its Key Service Provider Personnel only after (1) giving DIR at least thirty (30) days prior notice of such action (except to the extent such removal involves termination due to "**cause**" or "**performance**" as defined below), (2) identifying and obtaining DIR's approval of a suitable replacement at least thirty (30) days prior to such transfer, reassignment or removal, (3) providing DIR with a plan describing the steps and training (including knowledge transfer) that Service Provider shall perform to transition responsibility to the replacement, and (4) demonstrating to DIR's reasonable satisfaction that such action shall not have an adverse impact on Service Provider's performance of its obligations under this Agreement. Unless otherwise agreed, Service Provider shall not transfer, reassign or remove more than one (1) of the Key Service Provider Personnel in any six (6) month period; provided, however, the foregoing shall not prevent Service Provider from terminating a Key Service Provider Personnel for "**cause**" or "**performance**" as defined below. For purposes of this Section "**cause**" means disregard of Service Provider's rules, insubordination or misconduct (as defined in Service Provider's human resource policies), or criminal conduct, and "**performance**" means that the individual's job performance is at a level that would justify dismissal under Service Provider's human resources policies.

V. **Section 9.9i**, SOC 2 Reports of the Agreement shall be removed in its entirety.

VI. **Section 13.2**, DIR Data, of the Agreement shall be amended to include:

(c.) Access to DIR Data. Service Provider agrees that Service Provider and Service Provider Personnel shall not access any DIR or DIR Customer Data for any purpose other than the fulfillment of requested Services as provided for in this Agreement. Service Provider shall not disclose or allow access to DIR Data, including DIR Customer Data without an approved request for service that requires access to DIR or DIR Customer's data for the fulfillment of Services.

VII. **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. 15<sup>th</sup> Street, Suite  
1300  
Austin, Texas 78701  
Attention: Sally Ward, Managed  
Applications Services Director  
Telephone: 512.463.9003  
E-mail Address:  
sally.ward@dir.texas.gov

With a copy to:

Texas Department of Information  
Resources 300 W. 15<sup>th</sup> Street, Suite  
1300

Austin, Texas 78701  
Attention: Martin Zelinsky, General  
Counsel Telephone: 512. 475.4759  
E-mail Address: [martin.zelinsky@dir.texas.gov](mailto:martin.zelinsky@dir.texas.gov)

And

Texas Department of Information  
Resources 300 W. 15<sup>th</sup> Street, Suite  
1300  
Austin, Texas 78701  
Attention: Aiko Neill, Director, Enterprise Contracts Management  
Telephone: 512.475.0515  
E-mail Address: [aiko.neill@dir.texas.gov](mailto:aiko.neill@dir.texas.gov)

- VIII. Attached Appendix 1 of this Second Amendment, **Exhibit 2.7.3**, Rate Card Resources shall be amended and replaced as attached.

The change to **Exhibit 2.7.3** includes revised mapping of roles to Labor Categories.

- IX. Attached Appendix 2 of this Second Amendment, **Exhibit 3**, Service Levels, shall be amended and replaced as attached.

The changes to **Exhibit 3** include adding Section 6.3 Modifications to align with language for other Service Providers to adjust Service Levels. A statement under Section 7 Service Delivery Failure; Cap Failure Event regarding “At Risk Amount” was removed as it is not applicable in this contract. Section 11 Continuous Improvement – Service Levels was revised to align dates with established annual review cycle. A clarification on the requirement for Service Level Improvement Plans (SLIP) was added.

- X. Attached Appendix 3 of this Second Amendment, **Exhibit 4**, Pricing and Financial Provisions, shall be amended and replaced as attached.

The changes to **Exhibit 4** include removing references to the Application Development and Application Maintenance contract.

- XI. Attached Appendix 4 of this Second Amendment, **Attachment 4-A**, Service Provider Pricing Forms shall be amended and replaced as attached.

The changes to **Attachment 4-A** include removing the references to Application Development and Application Maintenance from the SOW Overview tab and revising the Roles per Labor Category table.

- XII. Attached Appendix 5 of this Second Amendment, **Exhibit 16**, IT Service Continuity Management, shall be amended and replaced as attached.

The changes to **Exhibit 16** include removal of Class 5 and 7 from Disaster Recovery table, addition of Recovery Point Objective (RPO) and Class M to the Disaster Recovery

table, and addition of reporting language to align with other Service Providers' Exhibit 16 Disaster Recovery requirements.

XIII. 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 April 13, 2018.

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

By: Signature on file  
Name: Sally Ward  
Title: Director, Planning & Governance

**ALLIED CONSULTANTS, INC.**

By: Signature on file  
Name: David Olander  
Title: Account Executive

**DIR Legal Review**

By: Signature on file  
Name: Katherine Fite  
Title: Assistant General Counsel