



STATE OF OKLAHOMA CONTRACT WITH MAXIMUS US SERVICES, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Maximus US Services, Inc. (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective Date”).

Purpose

The State is awarding the Contract to Supplier for the provision of purchasing Call/Contact Center Staffing and Management services for various State agencies, as more particularly described in certain Contract documents. This Contract document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Price, Attachment E-1
 - 2.6. Response to Specification, Attachment E-2
 - 2.7. Additional Terms, Attachment E-3
 - 2.8. Value Add, Attachment E-4
 - 2.9. Negotiated Exceptions, Attachment F
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier. The State agrees to maintain the Information Technology Security Certification and Accreditation Assessment found in section 8.3 of the Supplier’s bid as confidential.

No other information requested to be held confidential was deemed confidential by the State.

- 3.2. Revisions to terms and documents initially proposed in the Bid are contained in Attachment F as negotiated terms.
 - 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

MAXIMUS US SERVICES, INC.

By: *Amanda Otis*
Amanda Otis (Jun 11, 2024 09:55 CDT)
Name: Amanda Otis
Title: State Purchasing Director
Date: Jun 11, 2024

By: *Ashleigh K. Johnson*
Ashleigh K. Johnson (Jun 11, 2024 09:53 CDT)
Name: Ashleigh K. Johnson
Title: Counsel, Contracts
Date: Jun 11, 2024

ATTACHMENT A
SOLICITATION NO. 0900000546

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services (OMES) Information Services Division (ISD) as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for a Call/Contact Center Staffing and Management services for various State agencies. OMES's mission is to enhance Oklahoma's citizen experience in responsive communications by having a dedicated Call/Contact Center that is managed as a complete solution.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are set forth below as Exhibit 1.

Certain Contract requirements and terms are set forth below as Exhibit 2.

Certain Contract requirements and terms are set forth below as Exhibit 3.

Certain Contract requirements and terms are set as Exhibit 4 – Pricing.

EXHIBIT 1

- I. The Supplier must provide the staffing, consulting, and management as determined by the Customers procuring services based on their specific business needs. When a need is identified, a Statement of Work with Customer specific business requirements and technical specifications will be created by the Customer and sent to the Supplier. Business specific requirements will address operational workflows, detailed system interface requirements, a customization/configuration traceability component and provide for the testing and documented results required by each Customer.

- II. This Contract will provide Call/Contact Center services with world-class support for various Customers. These services include but are not limited to:
 1. Inbound and Outbound Live Operator Services
 2. Service or Product Information
 3. Scripted Information Dissemination
 4. Data Entry of Application/Form Information into State or Contractor Database
 5. Mailing and Fulfillment Services
 6. Bilingual Service – Spanish/English/
 7. Voice Mail
 8. Automatic Call Distributor (ACD)
 9. Interactive Voice Response (IVR)
 10. Email Correspondence
 11. Call Center Overflow Capabilities
 12. Handling Surveys & Questionnaires
 13. Managed Services in which hardware and software are dedicated to a particular customer and run on that customer's premises or third-party data center but are managed by a third-party service provider.

- III. Customer Responsibilities
 1. The Customer will provide the initial training documentation and ongoing support from the subject matter experts.
 2. The Customer will provide secure access to the Nice CXOne statewide platform.
 3. The Customer will provide secure remote access to all required Customer Service Systems.

Exhibit 2 – IRS Publication 1075
Safeguarding Contract Language for General Services

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Exhibit 3 – IRS Publication 1075
Safeguarding Contract Language for Technology Services

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that

disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The

IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 Acquisition means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 Addendum means a mutually executed, written modification to a Contract Document.

4.3 Amendment means a written change, addition, correction or revision to the Solicitation.

4.4 Bid means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier’s employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the [State Information Security Policy, Procedures, Guidelines](#). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier’s employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer’s prior express written approval except as necessary for Supplier to render

services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in

violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an

obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and

obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of

a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection

with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall

be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to

confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without

regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist

Compliance checklist –

Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security

Exhibit 4

Services - Tiered Pricing/Consumption Based Pricing

SW1118 Call Contact Center

Description	Unit of Measure	List Price	% off List Price	Cost per Unit
Tier 1: 25-49 FTEs				
Agent	1	\$ 44.31	0%	\$ 44.31
Agent + Telephony	1	\$ 48.31	0%	\$ 48.31
Tier 2: 50-99 FTEs				
Agent	1	\$ 43.79	0%	\$ 43.79
Agent + Telephony	1	\$ 47.43	0%	\$ 47.43
Tier 3: 100+ FTEs				
Agent	1	\$ 43.53	0%	\$ 43.53
Agent + Telephony	1	\$ 46.99	0%	\$ 46.99

8.0 Response to Specifications and Requirements

RFP Section 8.2.H, 8.1.C



Public services provide Oklahoma citizens with a lifeline to essential government programs and support. Cultivating a high-quality, multi-channel citizen service experience, especially during periods of crisis or change, is essential to the success of these programs. The Oklahoma Office of Management and Enterprise Services (OMES) can be confident entrusting Maximus as its partner to oversee operations of the planned statewide Call/Contact Center. We have built an unparalleled reputation supporting call/contact center projects for government partners.

We will leverage our extensive state government call/contact center expertise and knowledge to collaborate with OMES and agency Customers to provide responsive communications through a dedicated call/contact center managed solution. OMES can expect Maximus to work closely with you and the Customers to anticipate needs, address challenges, and facilitate program changes—both large and small—head on. We are an ideal partner because of the proven skills we bring in call/contact center customer service operations for a broad spectrum of essential government programs and services.

Of course, we understand project change is necessary as policies evolve or unforeseen circumstances, such as the COVID-19 pandemic, arise. We are prepared to grow with the needs of OMES for additional services as call/contact center operations expand. We will respond in a straightforward, transparent manner to meet all program expectations while listening and communicating regularly to support the growth and evolution of the program.

8.1 Point-by-Point Response

RFP Section 8.2.H.i, 8.1.C.i

Below, we respond to each of the questions in RFP Section 8.1.C.i. Our responses demonstrate our ability to meet or exceed all specifications and requirements.

8.1.1 Specialty Areas

RFP Section 8.1.C.i.1

A partnership with Maximus offers OMES and its agency Customers the benefits of working with an industry leader with broad experience administering government programs. We partner with our clients to deliver the services people need, no matter where they are in their life journey. We serve millions of citizens seeking information and assistance through our support of these government services.



Citizens First

Our corporate mission is *Moving People Forward*. At the federal, state, and local level, we provide real-world solutions by transforming public policy into programs that change lives. We embrace our clients' goals and priorities for serving their citizens. We simplify connecting citizens to needed services by helping remove their barriers to access. We also focus on enhancing the citizen experience and exceeding outcome expectations.

In the more than 46 years since we began operations, we have gained extensive experience supporting programs in many areas, including, but not limited to:

- **Unemployment Insurance (UI).** We provide solutions for all phases of UI programs, from initial claim submission and adjudication to supporting benefits payment through data matching, fraud investigation, and unemployment benefits verification.
- **Medicaid.** We provide citizen-centric multichannel eligibility and enrollment support assistance for state Medicaid programs, including processing of Medicaid determinations and provider data management systems.
- **Children's Health Insurance Program (CHIP).** We provide eligibility and enrollment support assistance for state CHIP services, including processing of eligibility determinations.
- **Women, Infants, and Children Nutrition Program (WIC).** We work with WIC programs to assess practices at the local level to help increase efficiency and eliminate redundant activities. We also offer consulting services and program support to ensure an effective and efficient Electronic Benefits Transfer (EBT) initiative for WIC programs from project inception to "go live" and beyond.



Broad Maximus Experience

Here are some statistics enumerating our impact on the citizens we serve:

- 3+ million calls answered per month at our call/contact centers
- 20 million citizen services cases managed
- 52 million Medicaid and CHIP beneficiaries served
- 98 citizen engagement centers in the U.S.
- 30+ human service programs supported since March 2020
- 72 state and local health programs opened

- **Child Support.** We provide full and specialized case management, including intake, enforcement, order modification and collections; new hire reporting, National Medical Support Notice processing, voluntary acknowledgement of paternity, compliance outreach, and call/contact center services.
- **Workforce Services.** We address the complex needs of job seekers by providing a full range of workforce services for state agencies, including case management, career planning, skills assessment and training, employer outreach, and job placement and retention.
- **Long-term Care.** We offer a conflict-free, patient-centered model focused on shifting care from institutions to home- and community-based settings. We provide outreach and education, including intake and screening, functional assessments, choice counseling, and enrollment. We also offer post-enrollment services, such as care planning and coordination, payment processing, and quality monitoring.
- **Temporary Assistance for Needy Families (TANF).** We work with government partners to deliver high-touch support and training to help hard-to-place individuals in their efforts to overcome barriers to employment. We respond to benefit inquiries and handle applications for services.
- **Supplemental Nutrition Assistance Program (SNAP).** We assist states in the administration of all aspects of their SNAP services, including application intake and eligibility verification.
- **Health Insurance Exchange Call Centers.** We provide conflict-free eligibility evaluations and determinations, information, and referral services for state health exchanges, as well as eligibility appeals for the federal health insurance marketplace.
- **COVID-19 Customer Services and Contact Tracing Support.** We have helped numerous states and localities provide services for citizens impacted by the pandemic. Services include contact tracing, screening and scheduling for testing, vaccination program support and scheduling, support with UI and Pandemic Unemployment Assistance (PUA) claims, and general customer service questions.
- **Public Services.** We help citizens by providing multichannel support for scheduling appointments, responding to frequently asked questions (FAQs), and directing callers to the appropriate agency for support on topics such as vehicle registration, licensing questions, and titles for the Department of Motor Vehicles (DMV) and small-business grant services to departments of commerce.
- **IT Service Desk Support.** We provide information technology (IT) service desk contact centers offering our partners Tier 1 and Tier 2 technical support. We deliver telephone and online support to users interacting with various government systems; we answer their questions and provide referrals as needed for additional assistance. If we cannot resolve an issue, we capture and document all caller information, then move the ticket to the next level of support.



Maximus, Inc. serves over 1,200 state and local government clients in more than 40 states, the District of Columbia, several territories, and multiple federal agencies and departments. The timeline in *Exhibit 8.1.1-1: Maximus Government Program Experience* shows the depth of our programmatic expertise and experience.

Call/Contact Center Agent Support



High-Value Partner

We aim to achieve a significant positive impact for the programs we support while reducing the demand on government resources. We do this by managing and supporting our agents and other staff with solutions and operational approaches that reduce the need for agency assistance.

One of the key differentiators in our project operations is our Agent Support Team, which is part of our larger Support Services Team. This team provides first-level technical triage and incident management as well as onboarding, provisioning, and systems training support. By approaching technical support from an operational standpoint before engaging IT teams, we reduce the number of technical issues on the project and improve overall efficiency.

Our goal is to be a true partner to the agencies and citizens we serve. The Agent Support team is just one of many solutions we offer to facilitate that relationship and improve communication with our government partners. By providing specialized resources that understand all technical and operational aspects of the project, we can quickly and effectively provide clear, constant, and concise communication for all aspects of agent support.



Experienced Adaptability

In our partnerships with government agencies, we regularly demonstrate flexibility by pivoting and evolving rapidly when needs change. We are easily able to shift and fine-tune our efforts to help our partners meet new or changing project requirements.

Our long-lasting relationships with government agencies nationwide have fostered numerous contract renewals with our team. The longevity of our contracts with numerous agencies is a testament to the outstanding results we produce and the commitments we keep, including our corporate commitment to transparency.

We are pleased to have the opportunity to help you establish and operate a dedicated, world-class statewide call/contact center. Our history supporting a wide range of government programs and call/contact centers, coupled with our commitment to exceptional customer service, makes us uniquely qualified to partner with OMES and its agency Customers to deliver superior service to Oklahoma's citizens.



Spotlight

Agent Support Initiative Earns Recognition from California UI Project

Because of our successful work assisting the State of California with an emergency pandemic project, the state added a requirement into its next contract procurement that agent support be a mandatory component. The state recognized the value and benefit of having first-level support within Maximus to deflect IT tickets from the State's helpdesk, reduce onboarding times, and increase time spent to resolve issues and get agents back into production.

Maximus Government Program Experience

<p>● Since 1988</p>	<p>Workforce Services</p> <ul style="list-style-type: none"> • Case management • Assessment, job training, and retention services • Pre-employment training 	<ul style="list-style-type: none"> • Employment support services • Economic development programs • Employer outreach and business service
<p>● Since 1992</p>	<p>Child Support</p> <ul style="list-style-type: none"> • Multichannel customer service • Employer services and new hire reporting • Paternity acknowledgment 	<ul style="list-style-type: none"> • Delinquency prevention • Child support collection • Benefit recovery
<p>● Since 1995</p>	<p>Medicaid Administrative Services</p> <ul style="list-style-type: none"> • Multichannel customer service • Outreach and education • Eligibility screening and referrals • Choice counseling and health plan enrollment • Application tracking and document management 	<ul style="list-style-type: none"> • Provider directories • Long-term care assessment • Member and provider services • Informal dispute resolution and appeals management
<p>● Since 1997</p>	<p>Benefits Eligibility Assessment Services</p> <ul style="list-style-type: none"> • Eligibility, assessment, and advocacy services to obtain Social Security Insurance, Social Security Disability Insurance, foster care benefits, payee changes, and adoption assistance • Screenings 	<ul style="list-style-type: none"> • Assessments • Case management • Outreach services • Appeal and hearing representation • Community outreach
<p>● Since 1998</p>	<p>Eligibility Support Services</p> <ul style="list-style-type: none"> • Multichannel customer service • Outreach and education • Data entry, application registration, and eligibility determination • Application assistance • Case maintenance 	<ul style="list-style-type: none"> • Verification and document management • Premium billing and payment processing • Benefit reviews and appeals • Supportive services and non-compliance sanctions determination
<p>● Since 2013</p>	<p>State-Based Health Insurance Exchanges</p> <ul style="list-style-type: none"> • Multichannel customer service • Education on healthcare reform options • Eligibility screening and referrals • Eligibility determination for advanced premium tax credits and reduced cost sharing 	<ul style="list-style-type: none"> • Eligibility appeals • Enrollment and reenrollment into Qualified Health Plans (QHPs) • Case maintenance • Document management
<p>● Since 2020</p>	<p>Pandemic Services</p> <ul style="list-style-type: none"> • Unemployment Insurance Assistance • Contact tracing • Vaccine distribution and administration 	<ul style="list-style-type: none"> • Emergency Rental Assistance • Multichannel customer service

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Exhibit 8.1.1-1: Maximus Government Program Experience. *As the needs of our government clients evolve, Maximus remains an agile partner capable of supporting new programs and providing innovative services.*



8.1.2 Account Team Capabilities

RFP Section 8.1.C.i.2



Maximus brings a team of experienced staff that spans from corporate-level executive personnel to frontline agents to serve Oklahoma’s citizens. We employ more than 50,000 individuals worldwide, allowing us to provide ample experienced and qualified staff to deliver and support a successful statewide call/contact center for Oklahoma agencies and citizens. In addition to the depth of experience of our staff, OMES, its agency Customers, and Oklahoma citizens will benefit from our unmatched expertise delivering call/contact centers across a broad array of government agencies. As discussed throughout this proposal, Maximus is solely focused on serving government and helping connect people with vital services. This singular focus and extensive experience in the public sector allow us to partner with our clients by effectively understanding and responding to the needs of those we serve.

The account team proposed herein was selected because of their expertise in call/contact center work, as well as their experience with Oklahoma. These individuals have decades of experience operating multichannel call/contact centers for government agencies.

In deference to the breadth of potential task orders that can be released under this RFP and based on our experience providing services under similar statewide call/contact center contracts, our proposed account team for Oklahoma also includes individuals with a breadth of experience across many health, human, and public service programs. This ensures Oklahoma agencies utilizing this procurement have access to our experienced government operations teams and to a range of individuals that can be assigned to provide expertise unique to particular task order(s), as appropriate. *Exhibit 8.1.2-1: Account Team Organizational Chart* supplements our company organizational chart, found in *Section 8.1.4: Company Organizational Chart*, and provides further detail about the individuals assigned to the Oklahoma statewide call/contact center account team.

Account Team Organization Chart

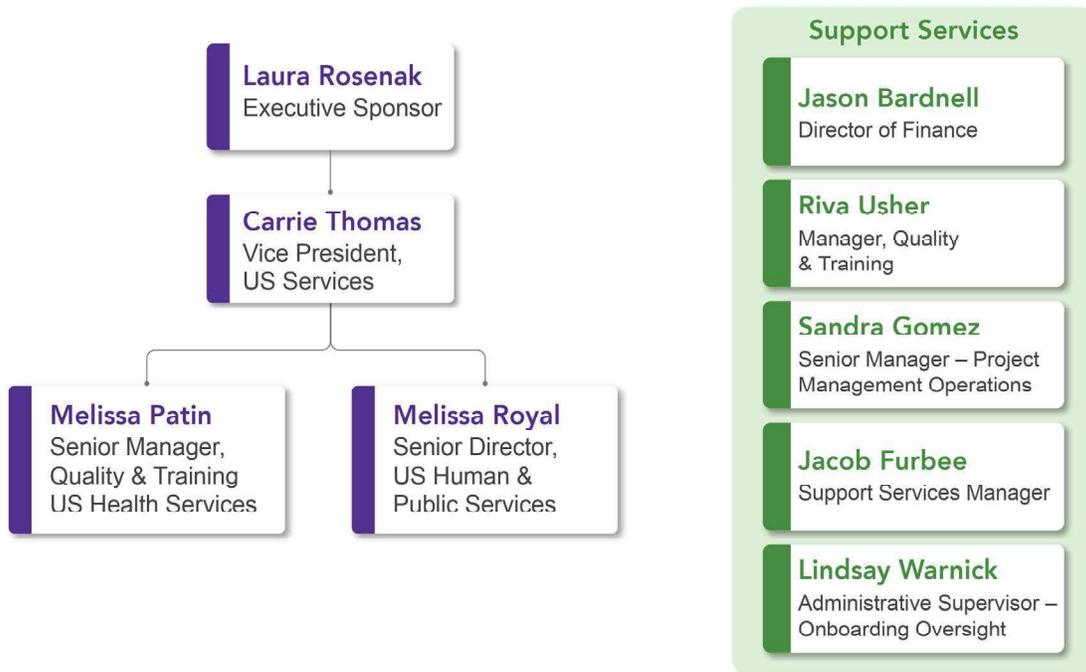


Exhibit 8.1.2-1: Account Team Organizational Chart. *Our leadership team provides the program stability and operational expertise that Oklahoma deserves in their statewide call/contact center.*

As shown above, these individuals have experience across agencies and government programs including, but not limited to:

- **US Human and Public Services**, including, but not limited to, call/contact center operations, case management, benefits eligibility programs, employer services, and department of motor vehicles — including programs such as Unemployment Insurance (UI), Child Support, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Department of Motor Vehicles (DMV), and more.
- **US Health Services**, with equal expertise in healthcare programs, eligibility and enrollment, call/contact centers and operations, including Medicaid, healthcare exchange, Children’s Health Insurance Program (CHIP), and other safety net healthcare programs and services.



Oklahoma Tenure:

In addition to our experience across the country and a breadth of government programs, we bring over 10 years operating programs within Oklahoma. With over 160 team members currently living and working in Oklahoma, we understand the citizens and needs of Oklahoma and its agencies.

In the account team bios below, we further outline the account team capabilities for providing support and account services for this contract.



Laura Rosenak, Senior Vice President, provides executive sponsorship for US Services' call/contact center operations at Maximus. With 30 years' experience serving health, human, and public service agencies, Ms. Rosenak lends the account and project teams decades of experience in a wide range of government programs, as well as call/contact center operations and project management principles. A graduate of Illinois Wesleyan University and the American Institute, she is Project Management Professional (PMP) certified and is a Six Sigma Green Belt. OMES and the Customers served under this contract will benefit not only from Ms. Rosenak's experience, but her emphasis on quality and passion for providing world-class service to the citizens we assist across our projects.



Carrie Thomas, Vice President, provides executive oversight for US Health Services at Maximus, overseeing programs across Oklahoma and Texas. Ms. Thomas has over 30 years' experience in consulting and in the health and human services industry. Her experience in public programs began with a 15-year career at the State of Texas. Starting as a food stamp caseworker, Ms. Thomas worked her way up through the management ranks, ending her tenure with the state as a Regional Administrator for the High Plains/Panhandle Region of the Texas Department of Human Services.

Ms. Thomas currently oversees projects that include call center operations, in Oklahoma and Texas, including the Oklahoma CRM Project for the OHCA since 2012. Her range of experience includes managing and directing large teams, call/contact center operations, human resource management, program management, contract administration, and financial and budget management.

Ms. Thomas holds a Bachelor of Business Administration, with majors in Finance and Marketing, from the University of Texas at Austin.



Melissa Royal, Senior Director of Operations, brings more than 15 years' experience in project management and operations. Her experience entails implementing and managing more than two dozen projects during her tenure at Maximus, including UI, Social Security disability advocacy, child support enforcement, Pandemic EBT, DMV, small business and employer grant programs, Tier 1 technical support, and many other human and public service programs. Ms. Royal also provides oversight of the Support Services team. Through this team, Ms. Royal provides resources, shared services, and best practices. This team of individuals brings decades of public sector experience in areas such as: implementation and change management, training, administration, employee engagement, agent support, and more. This allows the project team to focus on the work and quality, which are key to the success of any project.

With a degree in Business Management and training across multiple project management principles, including PMP, Six Sigma Lean, and Agile, Ms. Royal brings a wide range of experience and best practices to OMES and the Customers and citizens we will serve together under this contract.



Melissa Patin, Senior Manager – Quality and Training, a resident of Oklahoma, brings OMES a deep understanding of the State and its citizens and professional experience overseeing quality, training, and developmental activities for call/contact center operations. Ms. Patin provides support to the account team by leveraging seven years of experience in quality and training management to promote and advance our continual improvement cycle. With a degree in education and a background in business analytics, Ms. Patin provides critical oversight and support to the account and project teams that helps inform operations and achieve world-class citizen support. At Maximus, we understand that continual improvement requires an emphasis on quality that feeds our training — we discuss this approach further in *Section 8.1.12.2: Staff Training*.



Riva Usher, Manager – Quality and Training, will manage the enhancement and maintenance of our training program, including coordination between the Customers' trainers and subject matter experts (SMEs), and Maximus leadership and trainers. Building on 16 years of customer service experience and six years of management and training experience, Ms. Usher is a dynamic training leader who excels at working in the fast-paced call/contact center environment. She is a team player with strong organizational and problem-solving skills and works collaboratively across functional areas to deliver quality training. In her role as our Training Manager, she has provided new hire and ongoing training to more than two dozen government programs and call/contact center operations, overseeing a team of 15 trainers and the initial and ongoing training of more than 10,000 staff during her tenure at Maximus.



Sandra Gomez, Senior Manager – Project Management Operations (PMO), provides our projects with best practices, including the creation and implementation of processes specific to agency needs. With over 10 years' experience in PMO operations, Ms. Gomez brings an extensive background in contracts administration, change control management, vendor management, facility management, project control, and project communications. She is already familiar with Oklahoma as she currently provides PMO oversight for the Oklahoma CRM project under Maximus' purview.



Jacob Furbee, Manager – Project Management Support, manages the team that will provide technical support to the project, support implementation of new projects or changes to existing projects, and oversee our special projects and other teams within Support Services. With a strong commitment to product quality and excellence at all levels, Mr. Furbee has experience implementing and supporting more than two dozen projects at Maximus. In that capacity, he has designed processes, developed training, and implemented multiple project support services for our programs. Mr. Furbee has expertise in dozens of state technical systems, ticketing systems, and their requirements. He has also designed, trained, and implemented multiple Support Service projects such as the Agent Support team ticketing system, QA programs, and many other special projects and processes. Mr. Furbee will continue to bring support and innovation to the account and project teams; supporting staff and leadership with these tools and best practices and enabling them to focus on day-to-day operations and on delivering excellence to Oklahoma agencies and the citizens they serve.



Lindsay Warnick, Operations Supervisor, manages all staging and onboarding of employees for our various projects and oversees our Administrative Support team. Ms. Warnick is dedicated to ensuring that both she and her team provide the highest levels of customer service to our projects and clients. She created and implemented the Staging and Onboarding Department and developed thoroughly documented onboarding processes for employees across more than a dozen projects during her tenure at Maximus. She has also created and implemented the Admin Training Program for the Maximus Support Services team. Her commitment to accuracy and thoroughness in providing detail oriented and informative training have played a key role in establishing Maximus' reputation for top-tier work product in all areas of administration and the onboarding process.



Jason Bardnell, Director – Finance, manages the team that will provide financial support to the project. His experience, support, and contribution to the project team, OMES, and the Customers served under this contract are further described in *Section 8.1.13.3: Billing Information*.

8.1.3 Documented Escalation Process

RFP Section 8.1.C.i.3

Because Maximus is a company that solely provides services to government and its citizens, we are acutely aware of the criticality of services we provide to our state partners. We have developed a robust infrastructure and best practices framework to not only document our escalation process, but to also identify and mitigate risks before they require escalation.



Throughout this section, we describe the various aspects of our risk, issue, emergency, and escalation standards of practice. While Maximus leverages our years of experience to ensure a solid foundation for project operations, we work with each individual agency to customize, adapt, and maintain these processes, from award to project completion.

Risk and Issue Management

Risk and issue management is essential to the success of a project during every phase but especially during the implementation phase where the risk is the highest. We create a Risk and Issue Management Plan for each of our projects, as shown in *Exhibit 8.1.3-1: Sample Risk and Issue Management Plan*, that our implementation manager and operations team follow to identify, track, communicate, and resolve risk and issue management through all task order phases.

Sample Risk and Issue Management Plan

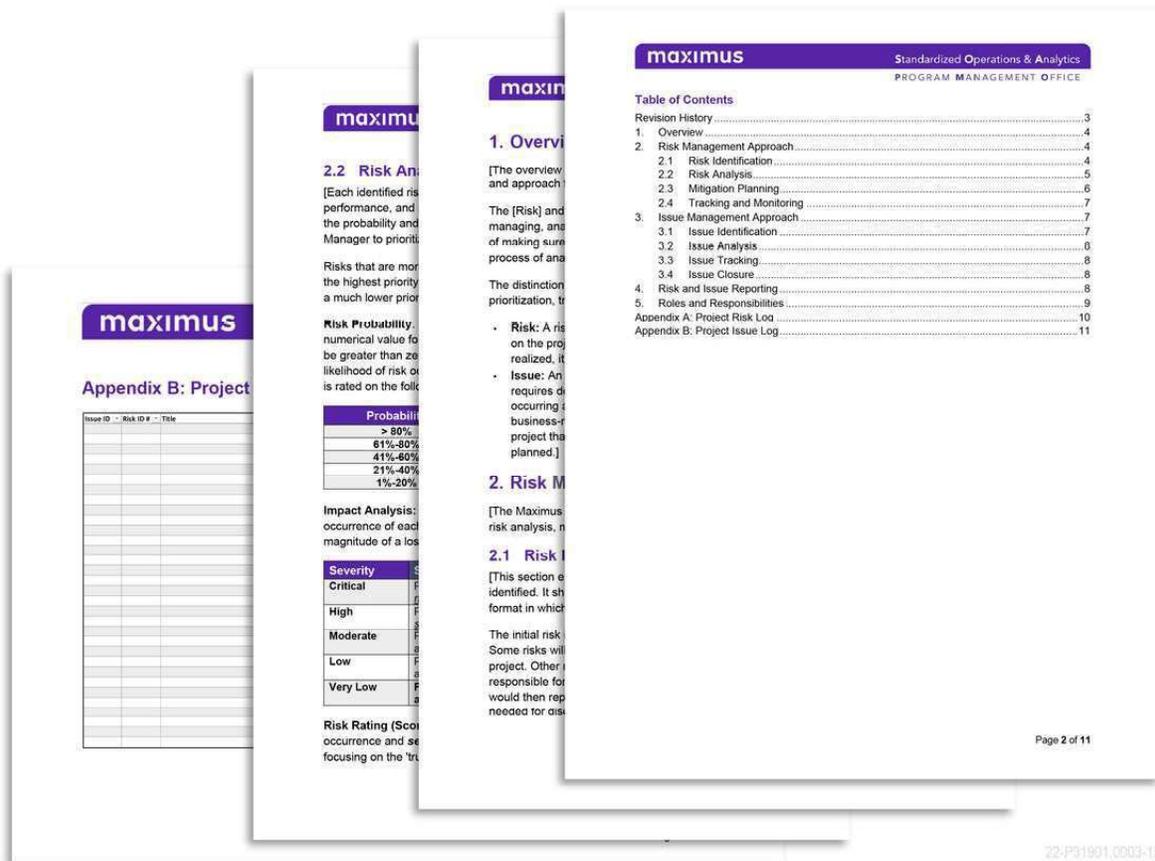
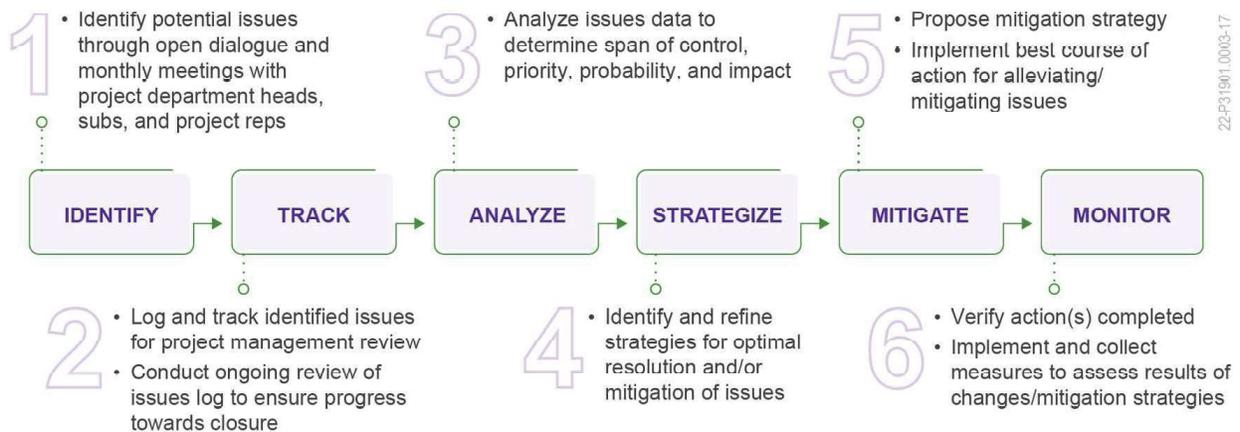


Exhibit 8.1.3-1: Sample Risk and Issue Management Plan. *We will work with each state agency to tailor our plan to incorporate their unique tracking and reporting needs.*

The distinction between a risk and an issue is important to proper categorization, prioritization, tracking, escalation, and resolution. A risk is a potential adverse event that, if it occurs, has a negative impact on project performance. An issue is an adverse event that has already occurred and requires documentation and corrective action. In the remainder of this section, we discuss our approach and escalation process for issue management.

Exhibit 8.1.3-2: Issue Management Approach depicts our issue management approach for the OMES Call/Contact Center RFP. Our process is well defined and encourages escalation at any point if an issue is determined to jeopardize implementation progress or operations.

Maximus Issue Management Process



Escalate to Agency and Maximus Executive Management as needed

Exhibit 8.1.3-2: Issue Management Approach. *Issue management begins on day one of the project and continues through the task order life cycle.*

Monitoring Risks, Issues, or Emergencies



Experienced Adaptability

Whether it is a preventable risk or an unforeseeable emergency such as a pandemic, our project leadership team utilizes documented, predetermined levels of escalation for all newly identified risks, issues, and emergencies to establish a priority level and assign an owner. The owner is responsible for monitoring and executing resolution strategies, updating the project tracker, and escalating issues according to priority level and predefined criteria. Our implementation and operations leadership teams meet weekly, or more frequently as needed, to review the status of active issues. Through regular status meetings with agencies, we review tracked issues in the Project Risks and Issues database. This creates a collaborative approach to managing risks and ensures both Maximus and the contracting agency agree on an issue's impact and priority.

We consider an issue closed when:

- The required decision to change the solution or project activities to accommodate the issue occurs
- All actions are taken to resolve the issue and the issue no longer exists
- Operations has discussed the issue with all stakeholders, assessed the root cause, and identified and assigned action items to mitigate any recurrence of the issue, if applicable



Emergency Preparedness and Escalation



Experienced Adaptability

A critical part of our risk and issue process is emergency preparedness and escalation procedures. While many companies struggled to transition their services to a work-from-home model at the onset of the pandemic, we are pleased to say that, working in tandem with our agency partners, we were able to quickly deploy staff to safe, secure, work-from-home settings so they could continue providing essential services without interruption. We understand that the stakes are high on the programs we deliver. Whether it is a short-term

project emergency such as inclement weather or a years-long incident such as the pandemic, people rely on the benefits and services we provide in partnership with our state and local agency Customers. We take our responsibility seriously and, as such, plan for the unexpected.

Through open communication and transparency, we work with the contracting agency under each task order to set predetermined criteria for levels of escalation as well as procedures to ensure those escalations are made timely. We use a proactive strategy of early identification, proper management, and prompt communication to the agency and project stakeholders to maintain the overall health of our call/contact center operations.

If we identify a high-priority issue that requires immediate escalation, we promptly reach out to the agency's project manager. Our issue tracking system also includes the ability to provide agency staff with access and full visibility into project issue logs in real time. This level of transparency and real-time communication with our agency partners is an important part of successful issue management and overall project operations.

If an issue cannot be resolved, we deploy workarounds as we continue to work the issue. We understand the importance of operational transparency and keeping the agency aware of identified issues so that there are no surprises. We have frequent discussions about potential workarounds and promptly escalate any new developments to the agency. Following escalation, our team provides the agency with regular updates through constant and transparent communication. On all our projects we maintain a cadence of regular meetings with our state and agency clients. We include time in the agenda to review the status of each issue.



Spotlight

Business Continuity and Disaster Recovery

Maximus plans for the unexpected because of the critical nature of our work. In addition to our documented processes for risk and issue management, monitoring, and escalation, Maximus also has a team of dedicated individuals who provide Business Continuity and Disaster Recovery (BCDR) planning. This is created during implementation and maintained throughout the life of each project. This support includes:

- Preventing disruptions to services
- Emergency preparedness
- Crisis communication
- Incident management

This uniquely prepared us for one of the greatest unforeseen emergencies in history, the COVID-19 pandemic. For example, on our Maryland Disability Benefits Advocacy Project (MD DBAP), when a shelter-in-home order was placed into effect in March of 2020, we were able to employ our BCDR strategies not only company-wide but also for the MD DBAP project. By quickly issuing a plan to move staff to shelter-in-place work, and by following established escalation protocols, we were able to get agency approval on our go-forward plan within 24 hours. This enabled the project to continue operations without interruption, with all project staff fully transitioned to remote work within five days.



8.1.4 Company Organizational Chart

RFP Section 8.1.C.i.4

In this section, we provide a copy of the organizational chart for Maximus, Inc. which demonstrates the breadth of operational experience and corporate support we bring to Oklahoma and the Customers who seek to procure task orders under this contract. In addition to our company organizational chart, Maximus includes an organizational chart for our account team under *Section 8.1.2* and will provide a project specific team and organizational charts for each individual task order under this procurement.

Exhibit 8.1.4-1: Maximus Organization Chart shows a high-level overview of the current Maximus corporate structure.

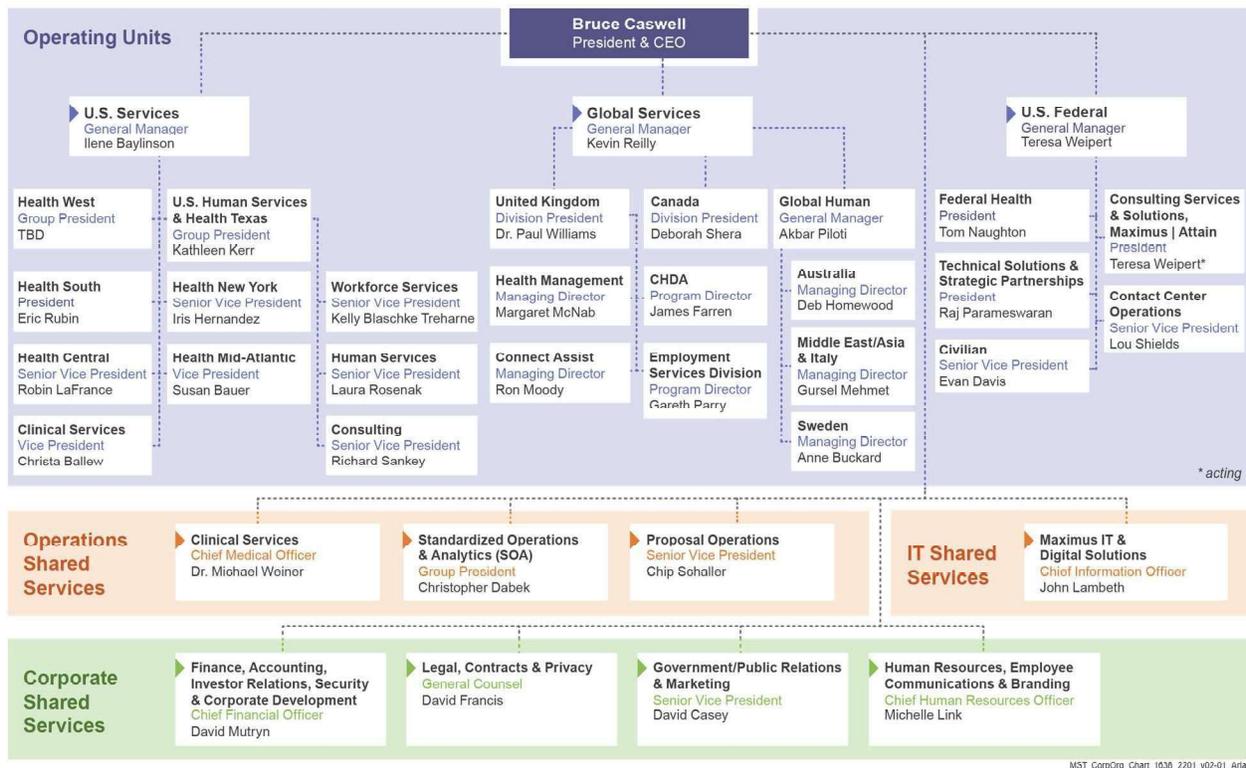


Exhibit 8.1.4-1: Maximus Organization Chart. The depth of our corporate structure and numerous available resources demonstrates the strength of the support we offer every project we administer.

8.1.5 Time-Keeping Procedures and Verification Practices

RFP Section 8.1.C.i.5

OMES can have confidence in our focus on accurate and timely recording of all employee and subcontractor time for each call/contact center services project. Maximus has experience maintaining timesheets for hundreds of government contracts. We are committed to meeting all obligations as a responsible government contractor; a critical part of this responsibility is accurate reporting of labor and time. Below we detail our time-keeping procedures and the verification practices for employees and subcontractors who might be performing work under this contract.



Timesheets are our official record of the work an employee or subcontractor performs. On many of our projects, they form the basis of our invoice for services—which means our best practices must be maintained and our records meticulous. In addition to project and Division finance review, our timesheets are subject to audit at any time by both internal reviewers or an external party, such as our Corporate Audit team or external accounting firms. Maximus not only shares best practices across our organization, but also engages these external firms to provide independent insight and guidance into our timekeeping practices to ensure we are utilizing the best possible methodology.

We use an online timekeeping system to track project staff timesheets. To ensure the accuracy and integrity of our timekeeping, we assign every Maximus project designated charge codes for each respective task. Employees input these charge codes and record time in tenths of an hour increments (for example, 2.5 equals two hours and 30 minutes). If an employee is responsible for more than one task (for example, performing QA and reporting duties), the employee must remain aware of the time spent on each activity and record time to the corresponding charge codes. Project staff must fill in their timesheets by 10 a.m. local time each day for the previous day.

In *Exhibit 8.1.5-1: Charge Code Sample* we provide a sample of charge code designations for one of our call/contact center operations, indicating common activities and their corresponding time code designations. For each of the task orders under this contract, Maximus will work with the Customer to establish the appropriate charge codes to support the agreed upon invoice and supporting document format.

Charge Code Sample	Description
Inbound Call Production	Charge code category used for agents during productive, inbound call/contact center activity.
Outbound Call Production	Charge code category used for agents during productive, outbound call/contact center activity.
Data Entry	Charge code category used for agents during productive, data entry work hours.
Agent Supervisor	Charge code category used for project supervisors during productive hours where they are managing agents.
Reporting Analyst	Charge code category used by reporting analysts for time spent producing operations and client reports.
Quality Management	Charge category for quality assurance and quality control activities.
Operations Manager	Charge code category used for project operations managers during productive call center management activity.
Project Manager	Charge code category for project manager(s) time spent managing project operations and client support.
Trainer	Charge code category for trainers' time spent training project staff and leadership.
Training	Charge code category for agents to utilize when attending initial and ongoing training.
Technical Issue	Charge code category for production staff to utilize when technical issues arise that prevent them from productive work.

Exhibit 8.1.5-1: Charge Code Sample. We dedicate charge codes to differentiate project tasks for accurate recordkeeping.

Employees must remain familiar with and comply with our time-charging policies and procedures. During their onboarding process, employees are trained to use the timekeeping system to accurately enter the appropriate charge codes for each activity performed on their assigned project. Additionally, managers are trained to review and validate timesheets against

operational reports and systems to validate accuracy. Both staff and their managers are responsible for keeping their timesheets up to date and separating hours according to project and activity. If an employee makes a time reporting error (such as saving the wrong number of hours to the wrong charge code), they must correct their timesheet as soon as they become aware of the issue. In addition to correcting the hours, the employee must include a comment clearly describing the reason for the change.

Employees input hours worked each day and then submit their timesheets weekly, with a digital signature attesting to the accuracy of their time entries. Once the employee submits the timesheet, the appropriate supervisor reviews, validates the time worked, and approves the entries.

The supervisor is responsible for:

- Providing employees with accurate charge codes for project activities
- Reviewing, identifying, and resolving timesheet inaccuracies
- Comparing employee time entered with attendance logs, production reports, and reports from workforce management systems
- Confirming the accuracy of both the number of hours charged and the charge code(s) to which the hours are charged
- Approving completed timesheets on a timely basis at the close of each timesheet period
- Verifying all employees under their supervision comply with and adhere to corporate timekeeping policies and procedures

If a supervisor discovers an error after the employee submits the timesheet, the supervisor rejects the timesheet and provides an explanation to the employee. The supervisor must then confirm the employee's timesheet is corrected, submitted, and fully approved before timesheets are due. Supervisor re-verification assures our client of proper time billing practices.

After a supervisor approves an employee's timesheet, the information is delivered to our corporate payroll system to assure accurate, timely payment of staff; employees are typically paid every two weeks. We also use the information from aggregated employee time reporting to prepare invoices for client billing. For the call/contact center services project, we will deliver accurate invoices to OMES based on a cadence specified by contract requirements.

For this proposal, Maximus is not proposing the use of subcontractors. While we do not anticipate this to be the case based on the intention of this contract, Maximus understands that the needs of each Customer and/or evolving needs of OMES may require a subcontract to be in scope for specific task orders. Should an individual task order under this contract result in the inclusion of a subcontract, we will work with OMES and the Customer to determine appropriate time-keeping procedures and verification practices as applicable for the subcontractor's role and scope of work.

We are committed to maintaining integrity in our billing practices and offer additional information about our internal audit of timekeeping records in *Section 8.1.13.3: Billing Information*.



8.1.6 Number of Employees and Specialties

RFP Section 8.1.C.i.6

Number of Employees

Maximus, Inc. employs over 51,000 individuals across the world, with more than 42,000 in the United States, including 166 in Oklahoma. OMES, agency Customers, and Oklahoma’s citizens will benefit from the expertise that our breadth of experienced individuals provides, running similar programs across the country, with a focus on hiring within Oklahoma for this RFP and any subsequent task orders.

Areas of Specialty

Maximus offers Oklahoma more than 46 years of experience serving government funded health and human service programs. We support the priorities of government partners like you, administering programs and services that help individuals and families improve their lives. As a company whose sole focus is helping government serve the people, we offer Oklahoma the broadest range of experience and specialization in public programs. We outline our areas of specialty in *Exhibit 8.1.6-1: Areas of Specialty*, including The Citizen Journey™, our unique approach to call/contact center options that includes the scope of services outlined in this RFP.

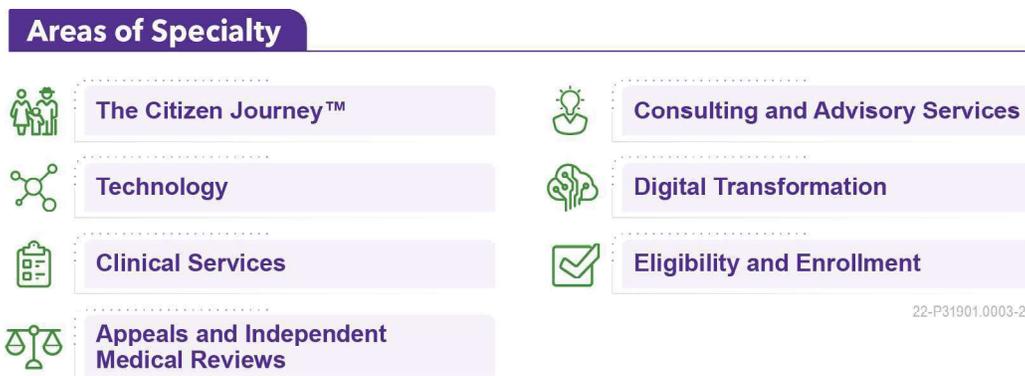


Exhibit 8.1.6-1: Areas of Specialty. *In this exhibit, we highlight define our areas of specialty, including our citizen-focused core competency for call/contact center operations: The Citizen Journey™.*

The Citizen Journey™

Call center operations are more than a specialty for Maximus—they are a core competency. Throughout this proposal you will notice that we often refer to our call centers as contact centers and our agents as customer services representatives (CSRs). Maximus understands that citizens today have higher expectations for how they will connect and the level of customer-centric service they will receive. While call centers are a critical service in government programs, clients have also come to expect multichannel contact center operations that provide convenient, equitable, and accessible ways to connect with their favorite companies, and their government. As a leading provider of call/contact center services, Maximus is uniquely positioned to provide Oklahoma with a blend of experience and innovation.



Citizens First

We provide call/contact center operations to our government partners ranging from two-person single channel programs to 4,000+ staff operating complex call/contact centers that include numerous channels such as inbound calling, outreach, live chat, chatbot, inbound email with robotic process automation, social media, and mailroom processing.

Yet, the most important benefit we bring to Oklahoma is The Citizen Journey™. With a sole focus on government, our service delivery is tailored to the nuances of engaging specifically with citizens. This includes unique considerations such as:

- Customized solutions, based on program needs, that are centered on reaching individuals on the channels they prefer
- Equitable, accessible engagement that supports inclusive government services, enabling our partners to reach all citizens regardless of literacy level, age, disability, or spoken language
- An improved citizen experience that leverages our unparalleled understanding of the citizen's journey to help individuals and families navigate programs
- A focus on partnership, coupled with a deep understanding of public programs—we meet each agency where they are, listen to their needs, and provide timely solutions that are catered to each of our agency partners
- An emphasis on education and engagement of citizens, taking steps beyond answering citizen questions when we get a call to also educate them through strategic, accessible, communications
- Citizen-first customer services—we understand that, in operating government programs, we often speak with individuals at their most vulnerable and we take this responsibility seriously by handling each interaction with the highest levels of customer service, empathy, and care

If selected, we will bring this specialty and unique approach to Oklahoma, providing your agencies and citizens with unparalleled call and contact center services.

8.1.7 Remote Work Description

RFP Section 8.1.C.i.7



Experienced Adaptability

The onset of the COVID-19 pandemic and the subsequent need for rapid business continuity responses highlighted and proved our ability to adapt our work processes to a remote work environment. This has allowed us to continue operations throughout the pandemic and adapt to what has become a new job economy. With so many companies now offering remote work, it has become a benefit that many individuals look for when seeking employment.

With our experience in operating government programs, we often need to connect to state or local systems remotely and securely from our offices. We know that, in many cases, it is more efficient for our staff to make call notations directly in agency systems to share information in real time and provide callers with their most up-to-date information. Because we have that extensive experience connecting to hundreds of agencies securely, we leverage our corporate infrastructure to provide remote connectivity from either our offices or a staff member's private home office.

While we operate dozens of projects where we work directly in the agency's office, most of our programs migrated to a work-from-home model at the start of the pandemic. While some of these programs returned to offices or hybrid models, many continue to operate remotely via secure connection. Therefore, we currently operate hundreds of government programs remotely from a location other than the job site.

Our remote model for operations includes:

- **Business Continuity:** Remote work models provide clear benefits of continuity of operations during emergency situations, as we experienced in response to COVID-19, or in emergencies such as inclement weather where operations do not depend on the availability and accessibility of a single office location.
- **Broader Recruiting Pool:** The ability to recruit across the state of Oklahoma brings jobs to individuals living in more remote locations, and those facing transportation barriers that might prevent them from reporting to an office.
- **Increased Productivity and Reduced Attrition:** Many employees report that the absence of commute allows more time for work and family time and hobbies, resulting in increased productive time and job satisfaction.

By leveraging our decades-long experience connecting remotely to state and Maximus systems, and our established work-from-home policies, procedures, and security controls, we provide remote services that increase job satisfaction and employee retention—and those tenured staff continue to strengthen the programs and services we provide our government partners.



Spotlight

Employee Hiring, Retention, and Engagement Improved by Remote Work

In our California UI Deferred Workload project, we leveraged a remote staffing model to employ staff from across the state of California bringing the added benefits of:

- A broader hiring pool, bringing more jobs to areas outside of main metropolitan locations and more qualified staff to the agency
- The ability to ramp up to 3,000 staff within six months of project start
- More than 90% graduation rates and less than 10% attrition rate amidst a highly competitive job market in 2022
- Employee engagement and satisfaction scores that ranged, on average, 10-15% above comparable industries in nearly all categories



8.1.8 Staffing Resource Management Plan

RFP Section 8.1.C.i.8



Complete Solution

As a fully managed services provider, Maximus understands and acknowledges that we will be responsible for background checks and training. Leveraging our experience, we maintain best practices for all areas of operation including staff resource management. If selected, we will collaborate with the agency Customer to create a comprehensive Staff Resource Management Plan that covers all areas of staffing, from forecasting the staff and schedules needed to optimize program coverage to retaining quality staff to create tenure and depth of subject matter expertise.

A sample of our Staff Resource Management Plan is shown in *Exhibit 8.1.8-1: Sample Staff Resource Management Plan*. In the following sections, we detail our approach to planning, recruiting, screening, and anticipating and mitigating vacancies.

Sample Staffing Resource Management Plan

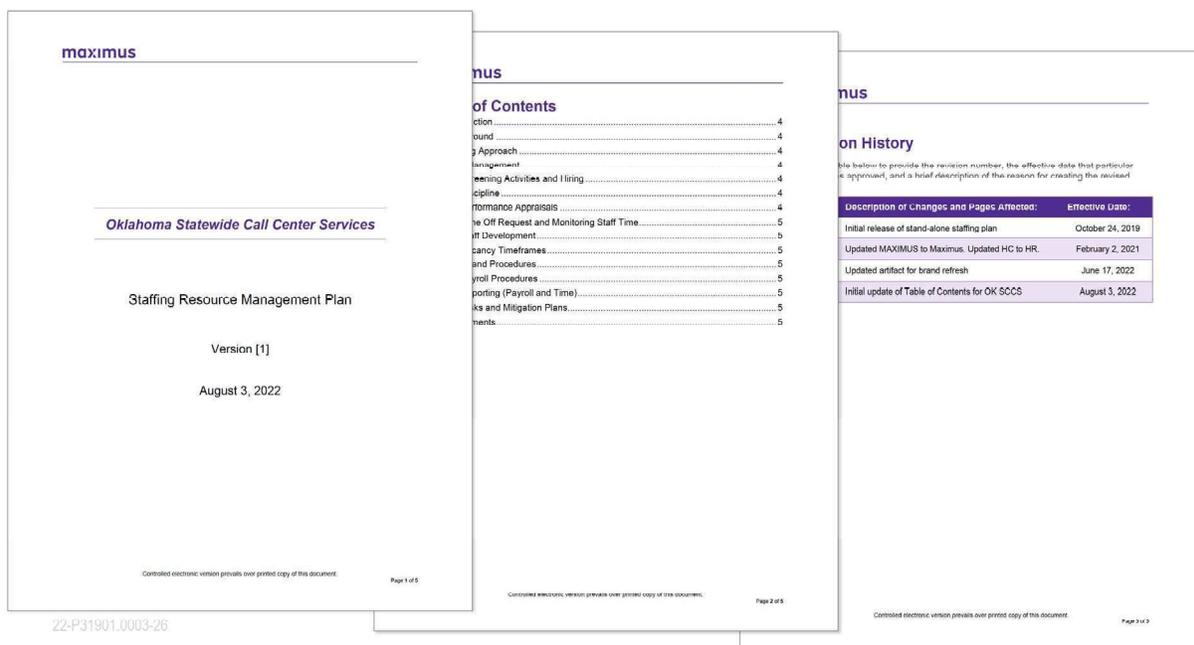


Exhibit 8.1.8-1: Sample Staff Resource Management Plan. This is a sample plan created from our Standard Operations and Analytics library, which provides projects with a framework for staff management and development built on decades of best practices.

8.1.9 Screening Activities

RFP Section 8.1.C.i.9

Effective screening of candidates is critical to ensuring that OMES, the Customers, and the citizens of Oklahoma receive the highest level of service every time they speak to a representative of the project. Maximus performs extensive screening of candidates to provide our partners with the most qualified staff to support the programs. Our screening process includes all the following activities:

- Criminal history background check
- Employment verification



- Reference checks
- Review of skills
- Review of job duties at most recent placement(s)
- Reason for leaving last assignment
- Availability

This process is an integral part of our recruiting and onboarding, as well as our overall Staffing Resources Management Plan. In *Section 8.1.12.1: Staff Management*, we further discuss how we leverage our experience and best practices to ensure that our government partners receive qualified, thoroughly screened staff at all levels of the project and organization.

8.1.10 Vacancy Timeframes

RFP Section 8.1.C.I.10



Experienced Adaptability

The account team and proposed solutions we bring to Oklahoma are centered on our understanding that government programs require stable staffing as well as the ability to adapt quickly to evolving program needs. Our staffing approach allows us to quickly fill open positions with qualified candidates, often during the outgoing employee's notice period, to provide continuous coverage when vacancies occur. In the following section, we discuss how our processes and planning provide seamless operation of our call/contact centers and encourage retention for the larger team to minimize the risk of vacancies.

While our goal is always to fill vacancies without gaps, we understand that some employment departures are unplanned. In those instances, for most positions such as a CSR, the expected timeframe to fill a vacant position is two to three business days. For more specialized positions such as project leadership, Maximus seeks to fill vacant positions from succession planning and existing leadership across the Company. This creates opportunity and growth for our staff, improves retention and employee satisfaction, and reduces the risk of vacancy. Where leadership and support staff cannot be identified to fill positions, we engage our Support Services team, filling the position through our shared services on an interim basis, until the position can be permanently filled.

We will work with each individual Customer under this contract to identify any specific hiring needs, such as Customer review of candidates, agency system onboarding timelines, Customer-required onboarding documents, or other task order specific requirements that might impact the timeframe to fill vacancies. We will establish agreed upon staffing levels based on those unique requirements and ensure that our staffing plan leverages our experience and best practices to plan for and minimize the timeframe to fill a vacant position.

8.1.11 Risks and Mitigation Plans

RFP Section 8.1.C.i.11



As discussed in *Section 8.1.3*, Maximus maintains a comprehensive Risk and Issues Management Plan with tools, monitoring, ownership, and documented escalation procedures. Oklahoma will benefit from the fact that, even before implementation begins, we are anticipating risks and issues and leveraging our decades of government experience to create strategies to mitigate these. This includes risks associated with filling a vacant position.

Some of the common risks associated with filling a position include:

- Hiring candidates with the requisite skills and understanding of the role
- Mitigating operational impact caused by attrition, delayed hiring, and vacancy
- Maintaining a competitive wage through economic changes and inflation
- Promoting diversity, equity, and inclusion in hiring and opportunities

In the sections that follow, we provide additional detail that specifically addresses those risks and the mitigation plans we have in place to manage them. Over the life of the project, and in partnership with the agency Customer, we will continue to develop, enhance, and monitor these strategies to address agency needs and continually improve our program.

Real Job Preview

In call/contact center operations, statistics show that a large percentage of overall attrition occurs in the initial weeks of employment because new employees either do not have the requisite skills to perform the job's duties successfully or do not understand the pace and complexity of the work. These resignations matter because they impact the timeline and cost associated with recruitment, hiring, onboarding, and training. In many of our projects, we use approaches like our Real Job Preview (RJP), depending on the needs outlined in the specific task order, to support high retention rates beginning at recruitment.

RJP provides candidates a presentation on the daily work requirements and culture to establish expectations from day one and to confirm the candidates are a good fit for the job. In this presentation, we provide slideshows, videos, testimonials, and question and answer (Q&A) sessions to introduce the candidate to the company culture, pace, and requirements of the role, as well as the level of commitment expected. RJP has reduced new employee resignations, improved employee retention, and helped maintain well-trained, qualified staff across our projects.

For our New York State Department of Health project, our RJP methodology had a significant impact on retention, as demonstrated in *Exhibit 8.1.11-1: Aiding Retention Through Real Job Preview*.



Aiding Retention Through Real Job Preview



Exhibit 8.1.11-1: Aiding Retention Through Real Job Preview. *By applying best practices from prior experience, we will use RJP in our Oklahoma operations to help us increase retention rates and reduce the risk of vacancies and hiring candidates who are not a good fit for the position.*

Retention Focused Risk Management

In addition to mitigating attrition during the onboarding process and early employment phase, we continue to focus on staff retention throughout the project life cycle. Retaining experienced staff not only mitigates the risk of filling vacant positions, but also builds a depth of program expertise and project knowledge that is critical to program success.

In *Section 8.1.12: Staffing Procedures*, we fully discuss our retention strategies using innovative methodologies to keep and develop our staff at all levels of the organization. Our extensive call/contact center experience sets Maximus apart and gives us the expertise to bring Oklahoma the type of critical support sought under this RFP. Retaining our experienced, qualified staff reduces the operational impact caused by attrition, delayed hiring, and vacancy.

Competitive Wage

Another critical aspect of reducing the risks associated with filling vacant positions is offering a competitive wage to staff at all levels of the project. Ensuring wages are competitive not only reduces attrition, but also minimizes the time it takes to fill vacant positions. Our experience shows that providing adequate leadership and competitive wages to our staff is critical to providing the level of service that our agency partners need to deliver excellent service to their citizens. Maximus adds value by investing in the staff our clients receive to ensure that we can quickly identify and onboard qualified candidates. This mitigates the risk associated with filling vacant positions and allows our government agency clients to deliver enhanced customer service to their citizens.

Diversity, Equity, and Inclusion in Hiring

Across the country and around the world, our diverse workforce represents the populations we serve. As discussed in *Section 8.1.12: Staffing Procedures*, Maximus places a heavy emphasis on diverse and inclusive hiring that ensures that we are staffing our projects with individuals who support our goal to help government serve the people. Hiring the correct staff is not only about requisite technical skills, but also the kind of empathetic mindset that is required for serving our government partners. While call/contact center vendors in the private sector may place emphasis on performance-based skills only, we understand that supporting government

programs requires a significantly different approach. We focus on bringing diverse perspectives that represent the communities we serve, equity in hiring to ensure qualified candidates are connected with the right positions, and an inclusive environment where staff are happy to come to work and happy to serve our customers. In turn, our government partners and the citizens we serve together benefit from long-term, experienced staff who provide world-class customer service and support to our programs.

8.1.12 Staffing Procedures

RFP Section 8.1.C.i.12



OMES will benefit from working with an industry partner that offers dynamic staffing practices, sound management procedures, and skilled, committed staff. We have proven experience staffing and managing both large and small projects for our government clients. Maximus has successfully identified, attracted, hired, onboarded, and trained qualified staff for over 90 call/contact center projects throughout the United States. These projects range in size, and many have involved combining the discrete call/contact center services of several state agencies. This, of course, demanded that we provide staff with a wide range of expertise. We also have a detailed understanding of Oklahoma residents. For our Oklahoma SoonerCare Call Center project, our staff uses state systems to answer calls from members, providers, and other stakeholders for Oklahoma Health Care Authority (OHCA). We have developed processes and approaches to train staff for different call types, routing protocols, and escalation paths. In this section, we detail our approach to effective and rapid staff recruiting, management, training, and employee retention.

At-A-Glance

- **Dynamic Staffing Practices:** successful rapid recruitment, onboarding, and retention of qualified staff for numerous projects across the country
- **Comprehensive Training Programs:** customized instruction, learner assessment, and development of training materials to meet evolving state and government partner needs
- **Effective Staff Structure and Management:** Solid staff distribution across the project to meet demands of the project and agency call volume fluctuations
- **Employee Retention:** Ability to keep quality employees committed to the project through positive retention strategies such as supportive working environments and commitment to diversity

8.1.12.1 Staff Management

RFP Section 8.1.C.i.12.a

Rapid and Effective Recruitment



Oklahoma residents will depend on Customer Service Representatives who provide courteous assistance and resolve their questions on the first call. Maximus knows the importance competent, engaged staff members have to the quality and success of Oklahoma's essential public services. We will use this knowledge to develop and implement staffing plans that meet Oklahoma agency needs while delivering a quality citizen experience.

Our experience and established approach enable us to respond quickly to new and evolving requirements. With our proven staffing plan, we can rapidly identify, recruit, hire, and deploy staff in response to evolving program elements. *Exhibit 8.1.12-1: Rapid Call/Contact Center Staffing* shows examples of our ability to quickly scale staff and resources to meet initial project implementation timelines.

Rapid Call/Contact Center Staffing

 <p>Deployed more than 2,500 work-from-home agents to support unemployment programs in 15 states using cloud-based contact center platforms</p>	 <p>Implemented Florida Contact Tracing operations in one week and quickly scaled to more than 850 staff, including contact tracers, case investigators, and outreach agents</p>
 <p>Launched the North Carolina Unemployment Insurance call center in less than one week. In a few weeks, we scaled this project to four separate call centers with 1,500 remote staff.</p>	 <p>Began Hawaii Unemployment Insurance call center operations within 10 days of award, ramping up to 300 employees in two weeks</p>

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Exhibit 8.1.12-1: Rapid Call/Contact Center Staffing. *We stand ready to support Oklahoma by leveraging our demonstrated ability and experience quickly scaling staff for both planned and unexpected volume surges.*

The ability to rapidly scale our services means we can meet the needs of multiple agencies with the right level of support. A call/contact center is often a citizen's first impression of the state or agency we serve. We take our responsibility as an agency's public face to callers seriously. To this end, we build our staffing and training model for call/contact centers around the citizen experience. *Exhibit 8.1.12-2: Oklahoma Staffing and Training Model Prioritizes Customer Satisfaction* illustrates our approach.

Staffing Model Components



22-P31901.0003-04



Timely recruitment and hiring



Comprehensive training program



Innovative staff retention strategies



Proven staff forecasting model

Exhibit 8.1.12-2: Oklahoma Staffing and Training Model Prioritizes Customer Satisfaction. *Our staffing approach accurately forecasts project needs to enable swift recruitment and training to meet operational demands. It includes effective methods to retain high-performing CSRs and continuously improve the citizen experience.*

Recruiting and Hiring

Our Human Resources (HR) team includes our Human Resource Directors Melissa Janowski and Miriam Bane. This team defines best practices and provides national support and staffing networks to assist project-level human resource experts to onboard qualified staff. They also oversee activities like recruitment, employee relations, employee engagement, compensation, retention, and benefits administration.



We complement base compensation with a comprehensive suite of benefits, including:

- Insurance options
- Bonus potential
- 401(k) matching
- Discounts for wellness programs

We recognize that part of our success, especially in a fluctuating economy, is due to our efforts to competitively compensate our staff. We research market rates in urban and rural settings to determine appropriate levels of base compensation to support an operation. At the same time, we mitigate attrition and the costs associated with staff turnover. We are serious about our corporate culture, with initiatives supporting diversity, inclusion, and equity across all facets of our operations. The following factors have proven key to our success not only in Oklahoma, but also nationwide:

- Finding the right people
- Offering a competitive compensation package
- Fostering an open, transparent working environment

Beginning at contract award, we assemble a team from entry level staff to leadership that includes both tenured resources and new employees.

For Oklahoma call/contact center projects, we will recruit staff from local communities. This will bring jobs to the area and make certain that staff members reflect Oklahoma cultural and demographic characteristics. Our project teams live in and represent the communities they serve and are committed to delivering results and continuous improvement. With a team of people whose goals align with this focus, we will foster an environment with unified objectives. In environments like this, everyone works together to provide outcome-focused support for Oklahoma citizens. For remote operations, we strive to source staff from across the state. We broaden our search as needed to attract the best resources based on the project requirements.

We know that many of the programs we support frequently require us to interact with individuals encountering significant stress and life-altering situations. For example, in Arizona, we operate a task order for the Arizona Department of Economic Security (DES) for Unemployment Insurance (UI). Individuals who contact the call/contact center with questions or issues often



Spotlight

Engaging Human Resource Experts to Drive Staffing Solutions That Meet Agency Needs

Melissa Janowski
Director, Human Resources



- More than 27 years of HR experience, including employee relations, employee development, talent management, conflict resolution, and team cohesiveness
- Successfully led HR activities in support of emergency procurement contracts, onboarding more than 10,000 remote staff across the country in 24 months
- Oversees a team of HR specialists and recruiters responsible for sourcing talent



Spotlight

Engaging Human Resource Experts to Drive Staffing Solutions That Meet Agency Needs

Miriam Bane
Director, Human Resources



- More than 17 years of HR experience
- Her experience ranges from full cycle recruitment, employee relations, leave management and HR data analytics
- Successfully lead the HR and Recruitment functions of startups for multiple projects to include the Maximus Oklahoma SoonerCare project
- Oversees a team of 18 HR specialists and Recruiters

face an unprecedented situation that impacts their financial wellbeing. We work diligently to train our staff to support these citizens. The CSRs serve as their first line of support and are the most critical in achieving resolution for these callers' issue. Occasionally, callers will contact us after experiencing frustration in their attempts to resolve a challenge or issue, and they may be angry or distressed. We train CSRs to de-escalate these situations and interact with these individuals using empathy while helping to resolve their issues (customer service and de-escalation training is discussed later in this section under *8.1.12.2 Staff Training*). Hiring the right type of employees is crucial, and we seek individuals who are professional, calm, and have the skills and capabilities to provide citizens with a positive and successful experience.

Exhibit 8.1.12-3: Approach to Recruiting and Screening illustrates our process. We start the recruiting process by advertising positions locally and nationally through job blasts and job boards. We screen and pre-qualify each responding candidate. Our team identifies those with the right skills and personality type for each role to achieve our high overall standards for quality.

Approach to Recruiting and Screening



Recruitment Activities

- Leverage our national network of recruiters with decades of experience
- Use local human resource experts to recruit within Oklahoma
- Partner with our staffing agencies
- Post internally to promote from within Maximus or gain employee referrals
- Partner with OMES
- Post jobs on public sites like Indeed, Handshake, LinkedIn
- Use DiverseABILITY: Maximus Recruiting Team that develops partnerships with organizations focused on hiring individuals with disabilities
- Work with incumbent contractor, if applicable, to identify qualified staff

Pre-Qualifications

- Qualifications verification
- Education verification
- Employment verification
- Background screening and Real Job Preview

22-P01901.0003-06

Exhibit 8.1.12-3: Approach to Recruiting and Screening. *We tailor our recruiting and pre-qualification activities to incorporate the requirements of each project we operate.*

Staff Screening

In addition to the screening activities outlined in *Section 8.1.9: Screening Activities*, we seek individuals with experience in relevant backgrounds such as:

- Government programs (health, human, and social services; unemployment insurance, workforce initiatives, motor vehicles, etc.)
- Proficiency in appropriate language skills
- The soft skills to accommodate the needs of customers



Our intention is to deploy a workforce that represents the diverse composition of the Oklahoma citizens and communities we will serve.

After pre-employment screening, our Human Resources team interviews and screens candidates using specialized techniques designed to recognize individuals with the skills and temperament needed to provide exceptional customer service and quality. These traits and skills include:

- Enthusiasm for customer service
- Ability to comprehend diverse and complex programs
- High computer proficiency
- Excellent verbal and written communication skills
- Understanding of confidentiality requirements
- Knowledge of the community served

We have successfully used these processes on our call/contact center projects to curate workforces that demonstrate the professionalism, empathy, respect, and cultural sensitivity necessary to deliver exceptional services for our agency Customers and the citizens they serve. These attributes contribute to the delivery of first-call resolution and improved citizen satisfaction. We also require all staff and viable candidates to undergo reference and background checks prior to beginning work at the project.

Recruiting and Screening for Accessibility

Building the level of trust and cooperation required for effective conversations starts with having a shared language. We understand the importance of that trust and have extensive experience providing services to individuals with specific language needs. We evaluate bilingual customer call/contact center staff candidates for oral and written fluency to meet the bilingual requirements for specific tasks. Staff also have access to our Lionbridge translation service for additional languages, if required for compliance with a specific task order. This enables our CSRs to accommodate callers who speak languages other than English or Spanish.



We provide equitable service to non-English speakers and have proven our ability to meet the needs of state residents. For example, our current Arizona Appeals Call Center uses our staff forecasting, recruiting, training, and deployment model to maintain an average speed to answer of less than 15 seconds on our inbound Spanish calls.

A Screening Process That Mitigates Risks

A large percentage of overall attrition occurs in the initial weeks of employment because new employees lack understanding of position requirements or do not understand the pace and complexity of the work. These resignations matter because of their impact on the timelines and costs associated with recruitment, hiring, onboarding, and training. In addition to the screening processes outlined in this section, we also discuss common risks and mitigation strategies associated with filling a position, such as our Real Job Preview, in *Section 8.1.11: Risks and Mitigation Plans*.



Staff Management Practices



Staff Structure

We offer OMES a tailored and comprehensive staff structure that will be right-sized to meet the needs of each agency task order with effective staff distribution for daily operations and project functions. Our staff structure consists of:

- **Corporate Project Leadership:** Management personnel dedicated to the project that offer guidance and support to the project and overall operations. This team of well-qualified professionals will bring a wealth of experience that includes:
 - Successful management of call/contact centers with a wide range of inquiry volumes
 - Managing multiple healthcare and human service programs
 - Collaboration with multiple state agencies
 - Establishing benchmarks for excellence in integrated customer service
- **Project Management:** Individuals fully dedicated to the project that offer guidance and support overall operations. These individuals will provide direct oversight of the call/contact center services and support project personnel. Project management will:
 - Monitor project deliverables and staff performance
 - Promptly identify and initiate training needs based on performance trends
 - Maintain effective and transparent communication with OMES and its stakeholders
- **Support and Supervisory Personnel:** Other individuals vital to call/contact center operations, including those in supervisory roles. These individuals provide support in areas such as training, quality assurance, and workforce management.
- **Frontline Staff:** Well-trained qualified individuals, such as our CSRs, that conduct the daily operations of the call/contact center as the primary citizen contacts. These individuals are crucial to achieving the goals of OMES and the agency Customers.
- **Support Services Team:** In addition to project staff, Maximus offers access to significant additional resources that benefit various operational areas of the project. We will leverage the expertise of our company-wide resources to bring the highest quality of service to the Oklahoma Call/Contact Center. Our call/contact shared services teams include:
 - Recruiting and screening support
 - Onboarding and provisioning support
 - Agent support
 - Administrative support
 - Quality and Risk Management
 - Training support
 - Communication & employee engagement support
 - Quality Management
 - Data and Reporting Analytics
 - Workforce management & forecasting
 - Maximus Public Health
 - Maximus Digital Creative Agency
 - Additional Teams such as—Finance, Human Resources, Privacy and Security Teams



We will leverage the resources of our workforce management and analytics teams, to help optimize staffing levels. Data analytics help our leadership gauge the effectiveness of technology, process improvements and innovation, as appropriate. These analyses promote the consistent achievement of quality objectives and contract requirements.

Staff Scheduling



Experienced Adaptability

The Oklahoma Call/Contact Center will benefit from our effective and responsive staffing model that allows us to maximize efficiency by accurately forecasting the number of CSRs needed to handle call volume spikes, seasonality, and arrival patterns. Our forecasting approach enables us to fulfill service level agreements and provide quality service to citizens. Maximus does not use a simple formula or guess work to identify staffing requirements. Rather, we leverage data and analysis to consider and anticipate the unique factors that will drive call/contact center volume and arrival patterns in the future.

We also compare and evaluate the needs of projects that are similar in terms of size and scope; leverage our knowledge of state agency business processes and functions, and make effective use of workforce management (WFM) tools to help us optimize staffing forecasts. We provide further detail and examples of our successful use of the Genesys WFM tool below in *Section 8.1.12.5: Management of Day-To-Day Activities of Contact Center Staff*.

8.1.12.2 Staff Training

RFP Section 8.1.C.i.12.b



Citizens First

Training for all project staff is an integral part of successfully enhancing the citizen experience, and meeting and exceeding project metrics. We have dedicated trainers for each call/contact center we operate, backed up by a corporate training team that provides additional support during project implementations. Our training gives staff the tools they need to perform their jobs confidently, increasing employee satisfaction and reducing attrition. When employees have the necessary tools and understand requirements, they are happier, more committed, and provide better customer service. We will tailor our training approach to meet the individual needs of the agency Customers that submit task orders under this contract.

Exhibit 8.1.12-4: Our Training Process Promotes Employee Longevity, Performance, and Satisfaction shows how our training:

- Addresses requirements
- Integrates state and agency input
- Measures effectiveness
- Tracks outcomes
- Continually evolves

We continually evaluate the effectiveness of our training through individual and team quality assessments to identify curriculum enhancements as needed. This evaluation enables us to

accurately manage workload, minimize errors, and achieve targeted service levels. We illustrate this in *Exhibit 8.1.12-4: Training Life Cycle*.

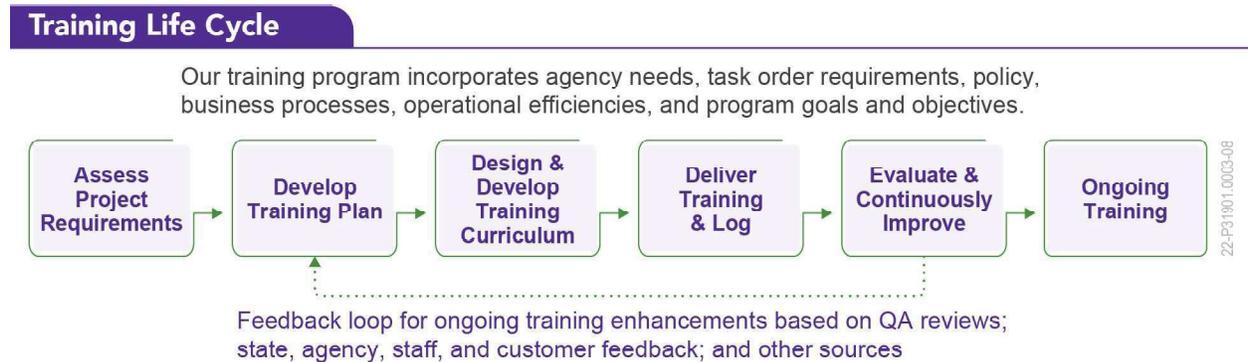


Exhibit 8.1.12-4: Training Life Cycle *Our training promotes employee longevity, performance, and satisfaction. Lessons incorporate project and agency requirements and evaluate staff needs throughout the project. Our primary objective is to deliver accurate and excellent customer service because of the training we provide.*

In the following sections, we describe our training approach in further detail. We will have a customized schedule consisting of interactive, online, and instructor-led training followed by “nesting.” This term refers to trainees shadowing experienced staff members in an actual workplace environment. Trainees move through practical instruction and exercises, handling calls and citizen inquiries. In this way, we can assess their knowledge of policy, procedures, and operational protocols applicable to the position.

Training for Oklahoma Project Staff

To best prepare CSRs and other staff for their roles, we use a performance-based approach. This training applies policies and procedures to real-life scenarios with an emphasis on hands-on activities. We incorporate interactive role-playing, group discussion, coaching, and feedback as we walk through practice scenarios that mimic the calls we typically handle. Our approach assesses performance against measurable standards, such as quality assurance (QA) results, call/contact center requirements, and best practices. We also assess employee knowledge based on their continuous performance in the job role, instead of static test results obtained during new hire training. *Exhibit 8.1.12-5: Performance-Based Training Components* illustrates the concepts of this approach.

★
Spotlight

Oklahoma-Based Senior Manager with a Focus on the Quality Improvement Cycle

Melissa Patin
Senior Manager, Quality & Training



- Senior Manager in our current SoonerCare project, providing OMES with a tenured professional who understands the needs of Oklahoma citizens
- With oversight of both Quality and Training, Ms. Patin embodies our continuous improvement cycle, ensuring that the citizens of Oklahoma receive the world-class service they have come to expect of Maximus

We use mandatory knowledge checks after completion of each training module. Staff must score 90% or higher on the final exam before handling calls. This prepares our team to provide citizens with accurate information. In contrast to standard training program approaches that emphasize memorization of facts and test scores, our performance-based approach emphasizes a CSR's importance to project success and citizen satisfaction.

When new hires leave the training environment, they transition into regular operations gradually through the nesting process. The nesting period is marked by increased supervisor support, including morning and afternoon Q&A sessions. We use the nesting period to reinforce understanding of key processes. These include call scripts, customer authentication, and proper use of systems. Training and QA staff provide coaching, guidance, and near-real-time feedback. This approach enables line staff to apply learned concepts in a live environment with an appropriate level of supervisory support and oversight. It also rapidly builds their confidence to provide first-call resolution and accurate service.

As summarized in *Exhibit 8.1.12-6: Training Delivery Phases*, our performance-based training program consists of new hire, ongoing, refresher, and annual training. We have experience providing our staff training in person and virtually via instructor-led training, computer-based training, and webinars.

Our Performance-Based Training Methodology

-  Assesses performance against quality standards and metrics that impact member satisfaction
-  Focuses on continuous performance in the job role, not just on immediate results of tests given during trainings
-  Identifies the tenets that make a successful employee for each role and design learning courses around those tenets
-  Measures staff continuously on performance improvement

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Exhibit 8.1.12-5: Performance-Based Training Components. *Our performance-based approach focuses on quality standards, real-job performance, and continuous improvement.*

Training Phase	Maximus Approach
<p>New Hire Training and Nesting</p>	<ul style="list-style-type: none"> ■ Addresses specific project services, business processes, policies and procedures, scripts, systems, customer service skills, cultural diversity and sensitivity, privacy, security, and emotional intelligence ■ Includes a nesting period during which the CSR takes calls, receives feedback, and is evaluated from a QA standpoint to aid in determining readiness to independently assist customers ■ Facilitates the adult learning process by breaking down complex concepts, content, and procedures into small, manageable components ■ Includes assessments of learners' knowledge using knowledge checks, student-led presentations, and exams throughout and requires a score of 90% or higher on final exam to handle live calls ■ Uses Kahoot! gamification learning platform to keep staff engaged with interactive training and assessments

Training Phase	Maximus Approach
Ongoing Training	<ul style="list-style-type: none"> Addresses new or updates to existing policy, process, program-specific information, or technology to make sure staff members remain current and maintain optimal skill levels Supplements our standard modules with materials targeted specifically to the day-to-day responsibilities of CSRs and other core team members such as QA analysts and supervisors Uses a variety of training delivery methods depending on urgency and impact, which may include instructor-led training and individual coaching Supported by our Hickory knowledge retention tool that allows CSRs to complete quick, online refresher modules, evaluating the areas where they need extra support or indicate as difficult to master
Refresher Training	<ul style="list-style-type: none"> Reinforces knowledge of existing policies, procedures, regulations, and concepts to maintain competency levels and to meet job performance and compliance requirements Assesses CSR knowledge of training topics through quizzes and identifies opportunities for focused or targeted training Revisits key topics to maintain competency levels and meet compliance requirements (Health Insurance Portability and Accountability Act [HIPAA] training, for example) Leverages the Hickory knowledge retention tool to create lessons that reinforce and test understanding and learning retention
Remedial Training	<ul style="list-style-type: none"> Immediate, on-the-job training addresses gaps in individual performance when call monitoring, quality reviews, or side-by-side coaching indicates a performance issue Training sessions address group needs when the call for remedial training is deemed global in nature Testing following remedial training validates the staff member's understanding of the session Supervisors perform follow-ups to confirm the issue has been resolved
Supervisor Training	<ul style="list-style-type: none"> Includes training on the fundamentals of being a first-line supervisor Focuses on the scope of their role, managing in a virtual environment (if applicable), time management, measuring team production and quality, call monitoring, call queues, monitoring reports, conducting meetings, coaching, addressing disciplinary issues, and the use of system tools associated with their role
Annual Training	<ul style="list-style-type: none"> Annual corporate refresher training to maintain competency levels in key topics including security, data confidentiality, and HIPAA training
Cross Training	<ul style="list-style-type: none"> Based on the specific contract requirements, we will cross train high-performing staff to provide both CSR and back-office support. While the primary benefit of cross-training is greater agility in our workforce, it has the added benefit of improving staff retention

Exhibit 8.1.12-6: Training Delivery Phases. *Our training strategy incorporates audience analysis, a blend of training materials, and numerous resources to deliver an effective training program. Training delivery phases extend through initial new hire training, continue with ongoing training and professional development, and conclude with testing and knowledge retention exercises.*

Our training includes all the necessary instruction, materials, and tools needed for success. It enables our staff to competently handle their daily responsibilities and adapt to ongoing program changes that may affect how we address and resolve customer inquiries. We use a Train-the-Trainer model. Our team works hand in hand with state agency subject matter experts (SMEs), including trainers, to understand the content required for the successful execution of each project function and customize it to meet unique needs experienced by our staff.

In addition to training in Maximus policies and systems, we develop and provide training in state policies and systems, where required. We often collaborate with our state agency partners to develop training regarding their policies or to address regulatory changes. In addition, we can produce comprehensive and effective training programs to meet stakeholder needs quickly and effectively.





Experienced Adaptability

For example, in California, the EDD UI 1099-G project requested assistance through our call/contact center with a new program implemented during the pandemic called Mixed Earner Unemployment Compensation. Like many emergent pandemic programs, this was a new and complex program, with a need to rapidly develop training, train staff, and begin assisting citizens. Our trainers developed and delivered a structured and effective training program consisting of content, delivery, and knowledge assessment. The result was that our agents were able to answer calls and assist citizens within four hours of training approval by the State.

Our expertise in incorporating State or agency-required training enables us to support Oklahoma agencies with any level of training. This could include statewide procedures or state systems. In nearly all our call/contact center projects, our staff work directly within state systems to ensure that a caller receives real-time information and that the CSR's notations are received by agency staff in real-time. This enables the best citizen experience and timely action in response to caller needs. It also means that our experienced training team is accustomed to collaborating with a Customer's trainers and SMEs to develop a training program that quickly equips our project staff with the necessary skills and reference materials to effectively navigate all project systems. Validating that our leadership and training teams are fully versed in program-specific content is part of our proven staffing model. This enables us to deploy CSRs and provide ongoing support without depending on agency trainers or technical resources, allowing agency staff to focus on their core duties while we help them exceed state and citizen expectations, even as project needs evolve.

To make sure our CSRs are knowledgeable and deliver excellent service, we train our staff in areas beyond task order requirements. For instance, CSRs receive soft skills training to include development of interpersonal skills, teamwork, and flexibility. This helps our staff to initiate comfortable and confident rapport with the diverse customer bases we serve in our call/contact center operations. As shown in *Exhibit 8.1.12-7: Soft Skills Training*, we use scripts, best practices, common scenario videos, and perform role plays for training. We also listen to recordings of tenured CSRs handling difficult calls. This helps other CSRs learn how to handle challenging situations effectively.



Spotlight

Adaptable Training Professional with Wealth of Customer Service Experience

Riva Usher

Manager, Training & Quality Management



- Oversaw the development of over a dozen new programs, assisting our agency Customers in develop from-scratch training content for programs such as the MEUC project mentioned above
- Worked with our Privacy Official office to develop a Privacy and Security training that is delivered to new staff, including regularly delivered Hickory refresher courses that ensure confidentiality and best practices are constantly at the top of our staff's minds

Soft Skills Training

Soft Skills

Our Call De-Escalation Skills course addresses five key techniques call/contact center staff can use to help calm an angry caller, enhance the productiveness of the call, decrease handle times, and increase customer service quality.



22-P31901.0003-10

The techniques include:



Listening



Remaining calm



Repeating or restating information for clarity



Avoiding use of the hold button



Making the caller happy

Exhibit 8.1.12-7: Soft Skills Training. Through our soft skills training, staff learn how to navigate challenging situations in a calm, empathetic, and respectful manner.

Emphasis on Customer Service



Citizens First

Customer service is the foundation of our soft skills training. Customer service training prepares our staff to handle caller interactions more effectively and make more intentional decisions that benefit the caller. Training in customer service and de-escalation enables the CSRs to step outside of themselves and consider the caller's perspective. By putting themselves in the caller's shoes, the CSRs gain a better understanding of what that citizen may be feeling and experiencing.

The citizens we interact with on a regular basis are real people with real-life issues. They seek our help to find a resolution. Our training initiatives focus on the following elements:

- Teaching our CSRs how to build a rapport with callers and how to display empathy
- Teaching CSRs how to interview callers effectively by asking closed and open-ended questions
- Using probing follow-up questions to determine the root cause of a particular issue
- Emphasizing the importance of active listening and recapping the conversation to demonstrate focus on citizens and their needs

- Focusing on first-call resolution to demonstrate that we value the callers' time and show our willingness to help resolve their issues
- Providing consistent and accurate information through resources such as scripting provided by the agency customer or developed internally, process guides, and the knowledge base/learning management system (LMS)
- Teaching CSRs de-escalation best practices to help citizens experiencing challenges or issues

De-Escalation Training

The ability to interact effectively with angry or frustrated callers is vital to delivering quality customer service. Citizens experiencing difficulty with a particular situation may be in a state of anger or distress when they reach out. We train our CSRs to never take this personally, as these frustrations are not targeted toward them. Instead, we train CSRs to demonstrate empathy for frustrated callers, which can help de-escalate the situation and promote faster resolutions.

We use a variety of techniques and scripts that can direct us toward this de-escalation. These techniques help callers understand that our CSRs will do everything in their power to achieve a resolution.

Our trainers engage in activities such as role playing for a variety of situations. These exercises help our CSRs practice effective de-escalation techniques. With increased awareness and practice, CSRs will have the skills to de-escalate a conversation using the proper tone, volume, cadence, and language to identify the problem and resolve it.

Train-the-Trainer

One of the greatest benefits Oklahoma will recognize from our training program is the result of our train-the-trainer model. Our approach is designed to leverage our experienced corporate and project staff, as well as our tools, to create a training program that draws minimally on agency resources. While our partnership with the Customer's trainers and SMEs will be critical to both the creation and maintenance of our training program, our trainers will take the burden of delivering both new hire and ongoing training of



Spotlight

De-Escalation Training: Treating Customers with Empathy and Understanding

Our CSRs learn effective de-escalation methods to help distressed or angry customers, such as:

- Not interrupting the customer
- Not blaming the customer for the issue they are experiencing
- Showing compassion for the caller regarding their issue
- Offering a realistic resolution and being honest
- Getting the customer's buy-in on the proposed resolution
- Doing what was promised



Spotlight

Tier 2 Training For OK SoonerCare

In 2020, Maximus training staff took over the role of training new Tier 2 CSRs, which had previously been completed by OHCA Managers. By taking on this role, Maximus trainers and managers led 5 virtual classroom training days and 3 weeks of staff monitoring post-training. This freed up significant time and resources for OHCA staff and improved the projects depth of knowledge.



State's staff wherever possible. This not only frees up agency resources to focus on other tasks but creates a deeper wealth of knowledge within our projects through our continuous improvement cycle. Our dedicated training and quality team members are continuously looking for ways to improve our training which in turn improves our quality as well as the citizen experience.

Training Tools

We bring a suite of sophisticated training and knowledge management tools, as well as strategies to develop and retain our project staff. These systems, not all of which are primarily training oriented, create an informed and effective workforce, reinforce appropriate content, and make the training and knowledge retention process engaging.

Cornerstone Learning Management System



We leverage our robust Learning Management System (LMS), Cornerstone, to provide interactive, ad hoc remedial training and to report training scores and progress to the contracting state agency. Our LMS' web-based training drives continuous improvements in accuracy and efficiency. It also enables us to design and rapidly roll out remedial trainings in response to identified service or performance trends. Our LMS offers:

- Tracking for staff training attendance, performance, and completion to validate the effectiveness of training modules and CSR proficiency
- Tools for trainers to electronically deliver, score, and store quizzes, tests, and assessments to identify opportunities for continuous improvement
- Knowledge checks for learners, allowing for regular performance measurement during ongoing trainings to improve knowledge retention
- User-friendly and ongoing access to learning materials

Our LMS uses assessment scores to determine the successful completion of a course or identify areas of weakness. If a trainee does not receive a passing score, Cornerstone directs the trainee to review course content and take a reassessment. After passing course requirements, Cornerstone issues a certificate of completion and saves the certificate to the trainee's record. Supervisory staff have access to real-time reporting functionality in Cornerstone to assist with management oversight and continuous improvement.

Knowledge Management System

We have found having a single comprehensive and automated resource that staff can easily reference when assisting citizens to be essential. To that end, we use our knowledge management system (KMS) for:

- Agency policies such as program instructions, policies, and procedures
- Work instructions, reference materials, and other essential information



Our KMS enhances our ability to deliver accurate and consistent program information to citizens the first time they contact our call/contact center operations. For example, in our Arizona UI Adjudication Contact Center, Maximus CSRs resolved 88% of customer issues on the first contact.

Our KMS is designed to make project-specific information easy to retrieve in three or fewer clicks and allows for the quick release of notifications and content updates to address process changes, emergencies, and other situations. Banner messaging will alert staff to “breaking news,” changes, and other notices. Always available, our KMS puts the information our staff needs to perform their best at their fingertips.

Benefits of using our KMS include:

- “Moment-of-need” support with step-by-step guidance
- Easy-to-use intuitive scripting
- Context-dependent prompts and guidance on how to proceed
- Automated alerts to inform relevant staff that content pertinent to their role has changed
- Highlighted content changes to help staff notice and understand updates

When used in other call/contact center environments, our KMS has reduced training time, improved performance and increased customer satisfaction. With our KMS, call/contact center environments report up to 85% reduction in error rates, up to 80% reduction in risk of quality errors, and up to 45% improvement in staff productivity.

Our KMS also provides contextual scripting that improves the accuracy, consistency, and timeliness with which our staff respond to inquiries. The system provides the CSR with step-by-step instructions on how to complete tasks and guides them through the requirements to complete the work accurately the first time. While our staff receive significant training upon hire, our KMS provides them with an easy-to-use library to reference what they learned. This is especially valuable for tasks that may not occur often.

In new hire training, we teach staff members to use the KMS efficiently to find the appropriate answers during citizen interactions. By training staff to use the KMS search functionality, we prioritize the use of resources to find information rather than requiring employees to memorize all content relevant to their roles. This improves accuracy, timeliness of interactions, and citizen satisfaction.

Kahoot! E-Learning Software



Training is more effective when it actively engages employees. We use

Kahoot! e-learning software to create dynamic and participatory training environments by hosting spontaneous polls, quizzes, and content-related games during our trainings.

Kahoot! is a gamification and quiz-making tool that helps facilitators assess employee comprehension in real time through quick tests or questionnaires. Kahoot! can also be used by supervisors and team leads during daily operations to engage staff with friendly competition and contests. As shown in *Exhibit 8.1.12-8: Kahoot! Teams and Options*, facilitators can also divide participants into teams and decide whether to identify participants. This facilitates team building and engagement, raising morale and increasing retention while reinforcing operational knowledge.

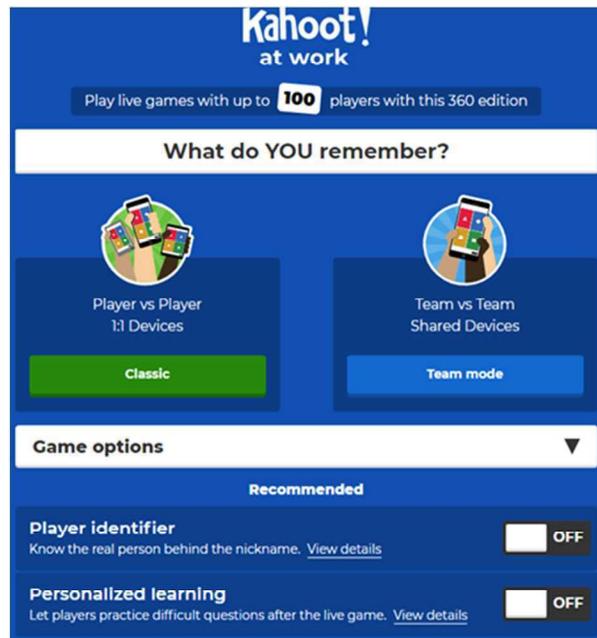


Exhibit 8.1.12-8: Kahoot! Teams and Options. Kahoot!'s participation options make training fun and dynamic while accommodating a variety of learning styles.

8.1.12.3 Ongoing Training and Support

RFP Section 8.1.C.1.12.c

Our training does not end after the new hire phase. We continuously reinforce staff knowledge throughout their tenure with ongoing training. This training can include remedial training, refresher training, and training to address policy, operational, or regulatory changes. Ongoing training also includes training in soft skills, such as effective listening and caller interactions. Our staff receive updates in these areas, as well as on program-specific topics or technology. This makes certain that they remain current and maintain optimal skill levels. We develop supplemental and specific materials to address relevant subject matter regarding job responsibilities and project operation. As with all our training, we use a variety of training delivery methods, depending on the urgency. This training may take the form of instructor-led training, interactive online modules, group training, or individual coaching. It also has knowledge checks throughout to assess learner comprehension and mastery of subject matter. We use knowledge retention tools, such as our Hickory knowledge retention system and our Percipio learning platform, to reinforce training and assess employee skill level and progress. We describe these resources below.

Hickory Knowledge Retention System



To complement our ongoing training and deliver an improved citizen experience, we leverage the Hickory knowledge retention system.



This proven knowledge retention tool proactively addresses knowledge gaps and the “forgetting curve” by reinforcing key concepts through periodic reviews and scenario-based exercises.

We can tailor these exercises to each trainee’s identified level of knowledge, prioritizing topics on which a trainee needs further support and deprioritizing topics that the trainee has already mastered. Hickory enhances a CSR’s ability to:

- Execute first-contact resolution
- Remember and deliver complex information quickly and accurately
- Master new or updated policies
- Improve customer service
- Easily and accurately answer client inquiries

Hickory provides a real-time dashboard that enables instructors to view each trainee’s learning performance. The dashboard provides insights into strengths and weaknesses, knowledge retention patterns, and trends. Our trainers use these results to inform additional training opportunities. *Exhibit 8.1.12-9: Sample Hickory Dashboard* presents a dashboard we use in our Arizona UI project.



Hickory Helps Improve Quality Scores and Staff Retention

Since we began using Hickory in our New York State of Health project, we increased staff QA scores, with recent average scores over 96%. We also experienced a 33% reduction in staff turnover, with a monthly turnover rate of 4.4%.

Sample Hickory Dashboard

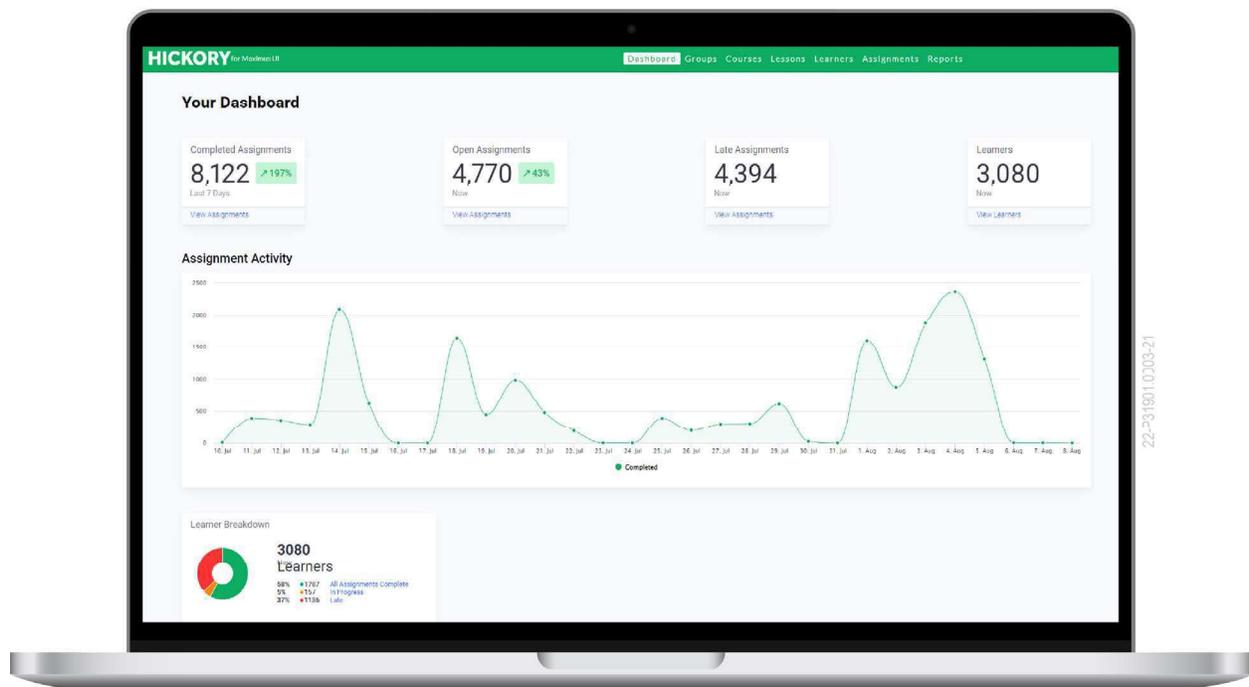
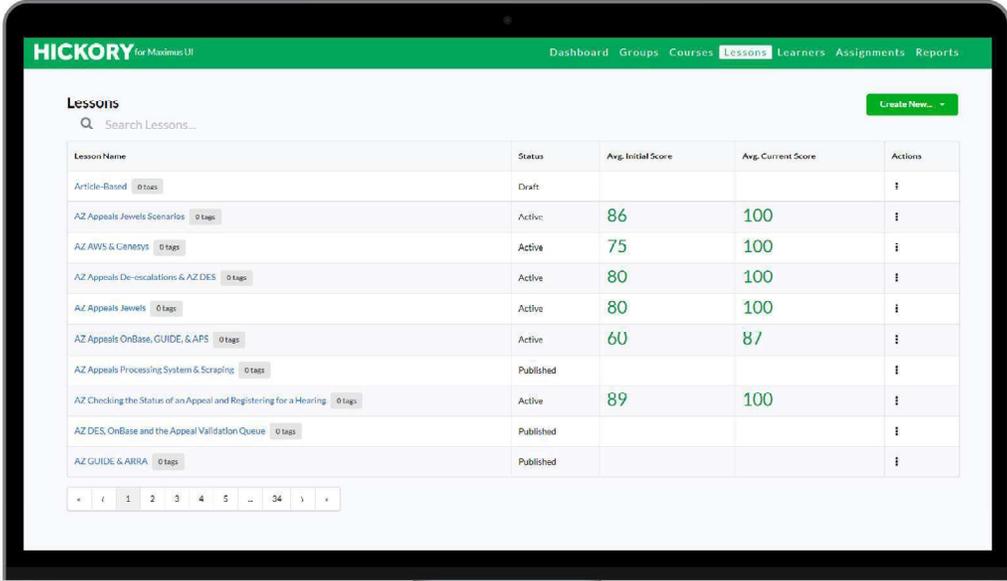


Exhibit 8.1.12-9: Sample Hickory Dashboard. Hickory informs remediation efforts with its ability to drill down into specific question data for each user and improve knowledge retention. This facilitates the delivery of accurate information to callers, which leads to first-contact resolution and a greater, more immediate impact to state residents.

Hickory also retains historical data so that our training and management staff can measure improvement in knowledge retention across various lessons. We show this in *Exhibit 8.1.12-10: Hickory Tracking Capabilities*. This is another sample dashboard from our Arizona UI project.

Sample Hickory Tracking Capabilities



Lesson Name	Status	Avg. Initial Score	Avg. Current Score	Actions
Article-Based	Draft			
AZ Appeals Jewels Scenarios	Active	86	100	
AZ AWS & Genesys	Active	75	100	
AZ Appeals De-escalations & AZ DES	Active	80	100	
AZ Appeals Jewels	Active	80	100	
AZ Appeals OnBase, GUIDE, & AFS	Active	60	87	
AZ Appeals Processing System & Scraping	Published			
AZ Checking the Status of an Appeal and Registering for a Hearing	Active	89	100	
AZ DES, OnBase and the Appeal Validation Queue	Published			
AZ GUIDE & ARRA	Published			

Exhibit 8.1.12-10: Hickory Tracking Capabilities. *Between initial and current scores, the average AZ Appeals Jewels quiz went from 78 to 93, showing a 15% improvement over two weeks. These reports help our training experts identify topics that have been mastered by CSRs and identify topics that we need to continue to monitor.*

If knowledge retention is predicted to fall below a certain level or quality trends warrant a reminder, we will administer a series of two-minute review exercises a few times per week. These exercises focus on areas where we are seeking improvement. CSRs can complete exercises at low-volume, low-impact times throughout the day. These review exercises are typically presented as a flashcard that executes as follows:

- Presents a question based on the individual staff member's identified training needs
- Allows the individual to choose a response
- Displays the correct answer along with explanatory notes
- Scores the individual's response to the presented question

Percipio



We use Percipio to facilitate ongoing learning and career growth and development, which supports higher engagement and retention rates. As employees grow within the company, they are eligible to move into new more challenging positions furthering their tenure with Maximus. Percipio is an intelligent online learning platform that delivers an immersive education experience. It leverages highly engaging content resources including virtual courses, digital books, and audiobooks. These materials are

curated into nearly 700 learning channels that are continuously updated to give learners access to the latest, most relevant information. Staff also have access to the Percipio mobile app, which extends their learning experience to their mobile device and supports installation on phones and tablets. Staff can participate in lessons anytime, anywhere. They can access content across a variety of topics including business, personal development, desktop software, and IT, while staying current with courses, videos, books, and audiobooks from world-class experts.

Center for Employee Development

Our Center for Employee Development (CED) training offerings cover project management, performance management, situational leadership, coaching and mentoring skills, and more. For Oklahoma, this means our call/contact centers are staffed with highly trained personnel who continually develop their management, service, and performance skills. Our corporate CED oversees enterprise-wide professional development and designs, develops, and delivers training to staff across our projects. The CED administers Maximus University (MaxU), our web-based performance and learning system. Through MaxU, our employees can register for classroom training and live webinars delivered by the CED. They can also complete self-study training, view their own training history, set business goals, and maintain their individual skills profile.

MaxU has a dedicated “People Managers” hub where managers and supervisors can access training courses and reference materials. This hub comprises guidebooks and best practices, as shown in *Exhibit 8.1.12-11: MaxU Resources to Support Project Leaders*. The training we offer leaders covers all aspects of operations leadership to produce and develop effective leaders who drive quality and retain employees.

MaxU Resources

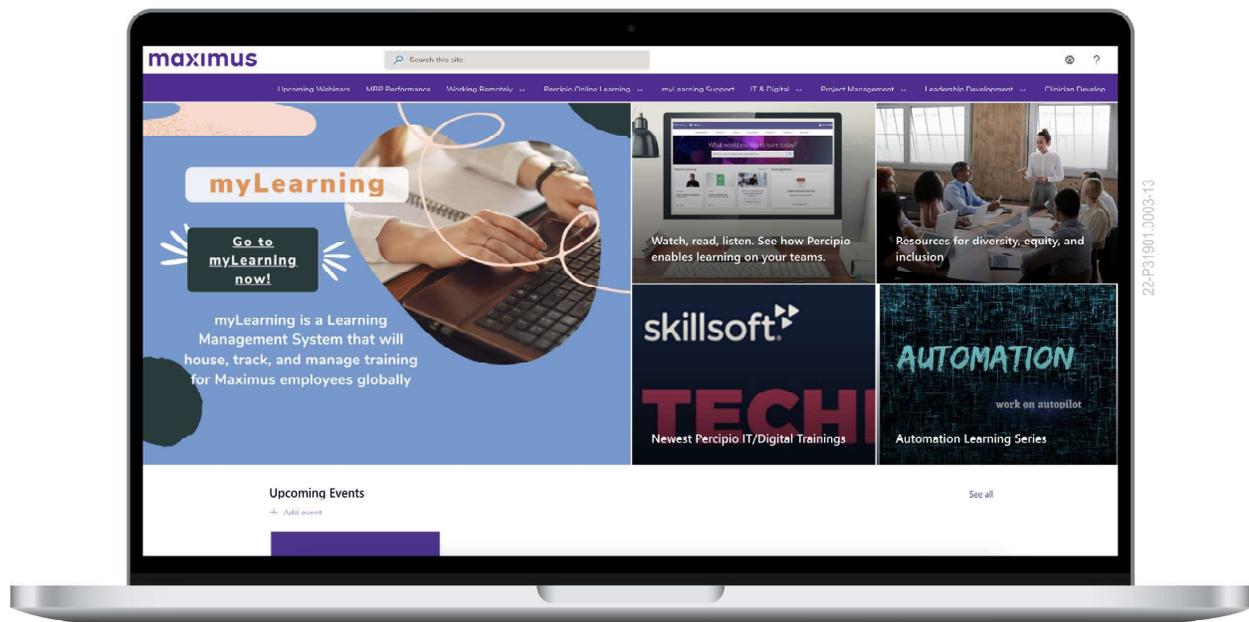


Exhibit 8.1.12-11: MaxU Resources Support Project Leaders. MaxU is an essential reference guide for all staff in management and supervisory positions. Available modules cover a wide range of topics to develop well-rounded leaders capable of delivering effective operations.

8.1.12.4 Assign Skill Level to Each Agent

RFP Section 8.1.C.i.12.d

We carefully assess and assign potential employee skill levels during recruitment, screening, and throughout new hire training. As detailed above, our training approach involves skill and knowledge checks, both in theory and practice, throughout the training life cycle. Once CSRs demonstrate the necessary skills to start in their positions, we assign them to specific areas. For instance, CSRs that show they have mastered call handling procedures for eligibility and SNAP-related eligibility would be assigned those types of calls.

After initial training, we continually monitor CSR skill levels using regular knowledge checks throughout their tenure on our projects. As skill levels increase, so can CSR responsibility and areas of specialty. Understanding of job duties by each CSR is continuously assessed. We measure CSR understanding and expertise regarding job duties through:

- Quality assurance monitoring
- Supervisory observation
- Performance metric measurement
- Individual scores on our knowledge reinforcement and learning resources, such as Hickory and Percipio

8.1.12.5 Management of Day-To-Day Activities of Contact Center Staff

RFP Section 8.1.C.i.12.e

We build our management of day-to-day activities on a well-structured and right-sized staff that meets project needs along with proven supervisory experience and support of best practices. Our supervisors and QA staff continuously monitor overall project and individual staff performance to meet contract service requirements. This enables us to maintain high performance levels and provide excellent customer service. Our staff structure not only provides solid and consistent supervision, but also support for our employees. In addition to clear reporting lines, we provide resources for information, knowledge, and optimal tools for employees to perform their duties effectively. Our supervisory and management practices provide an atmosphere that makes employees feel supported, which serves to increase job commitment and reduce attrition.



Our management approach also involves efficient staff scheduling. In our call/contact centers, analysts, supervisors, and managers work together to allocate staff and modify breaks and lunch schedules to address any unexpected staff absences. Each day, our call/contact center analysts use our Genesys WFM tool to enhance the effectiveness of staff schedules and optimize adherence to these schedules to appropriately staff the call/contact center. We monitor intra-day data to identify specific conditions when staff may need to be reallocated. For example, if we experience an unexpected spike in calls and our Average Speed to Answer (ASA) begins to rise, we increase our staffing levels accordingly. Using intra-day dashboards, such as the ones utilized in dozens of our call/contact centers and described in *Exhibit 8.1.12-12: Workforce Management Daily Reporting*, helps us to identify and quickly respond to situations early to avoid disruption to the quality customer service expected of our CSRs.

Report Name	Description
Intraday View	If a Customer's needs warrant the inclusion of Maximus telephony, our integrated WFM solution provides supervisors and project leadership with real-time dashboard views of schedule adherence. This enables WFM analysts and supervisory staff to monitor the execution of the staffing plan and to act by rebalancing each day's workload with available human resources in order to achieve SLA targets across all contact center channels. This is particularly useful when unexpected events occur, such as a public bulletin or other drivers for increased call volume, as WFM can quickly model the expected impact and work with the project team to make appropriate adjustments in real-time.
Real-Time Adherence	The real-time adherence view is also an inherent feature of our Genesys platform, providing project leadership with real-time adherence information by staff member. This enables management to enforce schedule adherence, ensuring staff are available when needed based on their scheduled start of shift, breaks, etc.
Shrinkage Report	The shrinkage report allows WFM and project leadership to track the time where agents are not available to handle contacts. Each project has a shrinkage target that is based on specific project needs and includes things like unplanned absence and unscheduled off-phone activities (like technical issues). Monitoring shrinkage and adherence to targets helps project leadership enforce appropriate shrinkage rates which then allows WFM to continuously monitor staffing volumes and forecasts against call arrival patterns and other factors. This is a critical aspect of our ability to anticipate the need to begin recruiting and avoid vacancies on the project.

Report Name	Description
Optimized Staff Schedule	Also included in our Genesys platform is our optimized staff schedule report. This report is kept up-to-date daily and shared between WFM and project leadership based on both historical and known call volume cycles. This is also a critical tool we utilize to avoid vacancy, plan for volume fluctuations (for example, in projects impacted by seasonality), and ensure that our staff are scheduled to optimize their efficiency and the project's adherence to SLAs.

Exhibit 8.1.12-12: Sample Intra-Day Dashboard. *Genesys WFM functionality allows us to integrate our WFM tools and staff schedules into our telephony platform which provides our Customers with optimized staff scheduling and accurate, forward thinking forecasts. This enables us to not only react to unplanned events, but also anticipate program changes to meet, and even exceed, SLAs and optimize the citizen experience.*

8.1.12.6 Employee Engagement

RFP Section 8.1.C.i.12.f



When it comes to enhancing the citizen experience, we believe in the power of knowledge and experience. There is no substitute for experience, which makes employee retention vital to the success of our call/contact center projects. By retaining our employees, we lower costs associated with training and maintaining program knowledge among staff. High retention rates amongst our call/contact centers result in better customer service, quick resolution of questions, and

increased first-call resolution rates.

We understand the vital importance of employee engagement to the success of the Oklahoma Call/Contact Center. Not only does it improve customer service and satisfaction, but it also improves morale, increases productivity, and reduces the effect of turnover across the program.

Exhibit 8.1.12-13: Highlights of Our Approach to Achieve Low Staff Turnover shows how we use multiple tools, approaches, and innovations to facilitate low staff turnover and increase employee engagement.



Proven High Retention Rates

Using our integrated retention strategies, our California Healthy Families Program Contact Center, one of our largest and longest-running projects, achieves an average monthly attrition rate of 5.7%—significantly outperforming the call center industry standard of 30-45% for attrition.

Maximus Approach to Staffing



Welcoming and Performance-Focused Corporate Culture

Retaining incumbent staff and recruiting new employees who align with our passion for elevating the customer experience



Supportive Coaching, Mentoring, and Supplemental Training

Fostering a culture of continuous learning through Lean Six Sigma training opportunities for leadership and supportive mentorships and coaching for all staff members



Integrated Retention Strategies

Applying advanced analytics to identify and mitigate attrition before it happens



Performance Linked to Compensation

Using scorecards to create a feedback loop so that staff can improve and celebrate outstanding customer service



Career Ladders and Succession Planning

Defining clear goals for employees to promote performance and loyalty along with established succession plans for quickly filling vacancies



Health and Wellbeing Support

Promoting the financial, mental, and physical health of employees



Diversity and Inclusion Driven

Embracing unique talents and perspectives with a workforce that reflects the customers we serve

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Exhibit 8.1.12-13: Highlights of Our Approach to Achieve Low Staff Turnover. *Employees enjoy incentives and data-driven strategies that drive employee engagement and retention.*

Welcoming and Performance-Focused Corporate Culture: Our culture welcomes diversity, encourages ideas and open communication, and practices employee recognition at every opportunity. For example, our team at the Vermont Health Connect and Green Mountain Care Customer Support Center maintains a wall of kudos to showcase client appreciation for our CSRs. Programs such as these increase morale and foster a sense of belonging that is a necessary part of employee retention. Our employees experience a professional environment that encourages their career aspirations and provides a long-term plan to meet their career goals. It also helps maintain the work/life balance critical for retention, as shown in *Exhibit 8.1.12-14: Maximus Employee Satisfaction*. We use the feedback from our employee engagement surveys to improve the employee experience.



"Now that I'm a Maximus Employee..."

<p>"I start accruing paid time off."</p> <p>"Whether I'm relaxing at home, nursing a cold, or spending time with family or friends. I'm able to schedule the time I need to refresh and recharge."</p>	<p>"I have the possibility of receiving bonus pay four times a year and a yearly pay raise."</p> <p>"Opportunities for earning money for doing my job well, that's why I work here."</p> 	<p>A Happy Front-Line Staff will Provide Better Customer Service for More Satisfied Arizona Residents</p> <p>"CSRs do not feel like they are just cogs in a machine—we are treated with respect."</p>
<p>"They have created an amazing work environment and one that is a true joy to be a part of."</p> <p>"I enjoy clocking in to work every day knowing I work with such great leaders that push us to want to do and be our best every day."</p>	<p>"I can choose from a range of benefits that fit my needs."</p> <p>"Every year I can select the amount of coverage that I'm comfortable with for items like medical, dental, vision and life insurance. I can even start saving money for the future by enrolling in the 401(k) plan with 50% company match."</p> 	<p>"Just knowing that someone is there to help at the drop of a hat, and help constructively, motivates each CSR to assist every member to the fullest of their abilities."</p>

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Exhibit 8.1.12-14: Maximus Employee Satisfaction. *Maximus does not offer a job—we offer a long-term career.*

We offer the following to retain quality employees:

 **Supportive Coaching, Mentoring, and Supplemental Training:** We provide new team members a period of nesting along with extensive soft skills training and mentoring. This support continues whenever needed through access to our training and knowledge tools, available mentors, and a culture of helping each other succeed. We provide our supervisors and leads with corporate training designed to teach mentoring skills and empathetic leadership.

 **Integrated Retention Strategies:** Using tools described throughout this proposal such as Real Job Preview (RJP), our supportive training and knowledge retention systems, and comprehensive quality tracking and monitoring—which rewards performance—have all shown to successfully increase retention and job satisfaction across the organization.

When employees become dissatisfied with their jobs, they often show small changes in their performance, in their attitude while providing customer service, or in their speed at accomplishing routine tasks. Behavioral analytics identifies these flags and allow our operations team to address issues directly and quickly through mentoring and on-one-one meetings with leads or supervisors. This increases retention by confirming employees have the tools and support they need to feel confident in their roles, are in the correct role for their interests and skills, and most importantly, are seen, understood, and know they are valued.

 **Performance Linked to Compensation:** Independent and robust quality and performance management processes offer employees and contingent staff the security of knowing their work is measured objectively and fairly, according to defined guidelines, expectations, and goals.



Career Ladders and Succession Planning: Our clearly defined career ladders support employees as they work to advance their careers. Our succession plans include a next-line candidate for all management and administrative positions as well as other up-and-coming identified staff members, along with notes from management on why these individuals were identified.

Staff invest in companies that invest in them. Our retention plan centers on that understanding—providing staff with opportunities for growth and development. By emphasizing staff development, we create a deep bench of experienced individuals invested in Maximus and the individuals we serve. Additionally, we facilitate rapid growth by quickly filling open positions with qualified, internal candidates, often during the outgoing employee’s notice period, thus providing continuous coverage when vacancies occur. This planning provides a seamless operation without gaps and encourages retention for the larger team.



Health and Wellbeing Support: To support our employees’ wellbeing, we offer programs that improve mental and physical health and emotional wellness, as described in *Exhibit 8.1.12-15: Corporate Employee Programs*.

Corporate Employee Program	Program Description	Benefits
headspace	Recognized meditation and sleep app to teach life-changing mindfulness skills	Improves employee work focus, attention, and decision making, which is critical for our staff to better serve Oklahoma residents
Wellbeats	On-demand fitness program for various ages and abilities that delivers instructor-led fitness classes, challenges, and online assessments via a mobile app	Promotes physical and mental health that results in improved employee morale and day-to-day productivity
LifeWorks	Confidential, free guidance and support for emotional health challenges available to employee household members	Reduces stress and anxiety, which may be magnified during the COVID-19 pandemic
Perks	Discounts and corporate rates on local and national products and services	Supports financial wellness
ENGAGE	Personalized wellness assistant that provides a single point of entry for benefits and wellness resources including an online health assessment	Encourages physical wellness through personalized coaching and resources aimed at improving individual employee health
Fidelity netBenefits™	Financial wellness checks and retirement account management	Facilitates financial planning and budgeting to provide employees with a more secure future

Exhibit 8.1.12-15: Corporate Employee Programs. *Employees who take advantage of wellness programs are often more productive in their roles and have an increased sense of wellbeing.*



Embracing Diversity: Across the country and around the world, our diverse workforce represents the populations we serve. A diverse workforce can impact employee satisfaction by fostering an appreciation for a mix of ideas and contributions diverse individuals bring. Employees who freely share their diverse cultural or professional experience and talents with others often find greater satisfaction in their roles. Maximus has publicly announced many of our initiatives regarding diversity, equity, and inclusion (DE&I). As recently as May of 2021, President and Chief Executive Officer Bruce Caswell signed two commitments catalyzing our dedication to DE&I.

The Valuable 500 is an organization devoted to promoting the social and economic value of people with disabilities. We have pledged support by transitioning from simple compliance with the Americans with Disabilities Act (ADA) to striving for ADA best practices, such as by piloting enhanced accessibility programs and evaluating an employee resource group for individuals with disabilities and friends and families of individuals with disabilities.



On the recent 2021 Maximus Employee Engagement Survey, 90% of respondents gave the top favorable rating to our DE&I program.

The CEO Action for Diversity and Inclusion pledge is a CEO-driven commitment to advance diversity and inclusion in the workplace. By signing this commitment, we acknowledge and prioritize the social progress yet to be made toward achieving true equity among all protected classes and therefore commit to creating strategic diversity and inclusion plans.

Commitment to Diversity and Inclusion

We support DE&I throughout our organization by implementing programs and protocols in our business strategy, workforce, and business relationships to encourage inclusiveness. A diverse workforce creates a work environment that fosters healthy collaboration and brings new viewpoints and ideas, which results in more effective problem solving, increased efficiency, and boosted productivity. Our DE&I team works to increase inclusion awareness and education efforts, support employees, and promote inclusive recruitment. Regardless of contract-specific diversity goals, we make our diversity commitment a reality throughout our 90-plus contracts with call/contact center components in over 30 states and the District of Columbia.

In *Exhibit 8.1.12-16: Maximus Employee Status*, we present the percentages of total employees by gender, ethnicity, and disabled status. Percentages are based on our U.S. employees for whom we collected this data.

Our commitment to diversity has earned recognition and awards in the states in which we operate and from different business groups. In Colorado, Illinois, New York, Texas, and

Employee Diversity & Inclusion



- 63.30% Ethnically Diverse
- 5.67% Disability
- 3.46% Veteran



- 71% Female Employees
- 62% Female First/Mid-Level Managers
- 46% Female Senior Executive/Management

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Exhibit 8.1.12-16: Maximus Employee Status. We foster a supportive company culture that promotes diversity and inclusion to attract the best talent in Oklahoma and across the nation.

Virginia, we have been commended for our outreach and employment of people with disabilities, veterans, and our internship programs for women and minorities.



In 2020, Military Times included Maximus in “Best for Vets: Employers” rankings nationwide. We were cited for having especially high scores due to our excellent retention support programs as well as recruitment and employment practices.

We have also received several awards and accolades for our DE&I initiatives, especially regarding our employment of veterans. These honors include:

- A Best for Vets 2020 award from Military Times to indicate our status as one of the best employers for veterans in the United States
- A 4-Star Employer rating from VETS Indexes, an organization that recognizes the best employers for hiring, retaining, and supporting veterans in the workplace
- A Best Employers for Diversity 2021 award from Forbes in recognition of our DE&I achievements

DE&I Education and Engagement

In 2020, we invested considerable time to be certain that everyone had a shared understanding of what DE&I means, why it is important, and how we are expected to lead in our work. We focused on developing an engagement model to introduce key areas of DE&I to our staff and to invite employees to be engaged in the work. This included launching our monthly cultural and heritage recognition program and holding monthly events with staff, including our First Fridays and Community Conversations on DE&I topics.

As we continue to grow our employee engagement efforts this year, one focus area will be our Employee Resource Groups (ERGs). ERGs are voluntary groups for employees to get involved in DE&I efforts and programming. ERGs provide a safe space within the larger Maximus community to build upon shared characteristics and life experiences and amplify diverse voices and perspectives as we support business objectives. We launched three ERGs early this year and will expand to even more in the future.

This support for our employees helps us bring a well-qualified, experienced staff to the call/contact center. Our rapid and effective recruitment and staffing methods, comprehensive and dynamic training approach, and our flexible staffing process will support OMES and Oklahoma agencies as your needs evolve by providing world-class citizen services to Oklahoma residents.



In February 2022, the Texas Workforce Commission acknowledged Maximus for participating in the “We Hire Ability” employer recognition program and our disability-inclusive workplace practices.



8.1.13 Preferred Documentation

RFP Section 8.1.C.ii

In the sections that follow, we include, as applicable, information documenting Hosting Provisions, Service Level Agreements (SLAs), Billing Information, Documentation, Training, Account Team/Support Provision, and Escalation Processes. As required in Section 8.2.I of the RFP, pricing for service is included in *Section 9, Exhibit 4: Services – Tiered Pricing/Consumption-Based Pricing*.

8.1.13.1 Hosting Provisions

RFP Section 8.1.C.ii.1

Maximus anticipates that, per Attachment A, Exhibit 1, Section III of the RFP, the agency Customer specified for each individual task order will provide secure, remote access to all required customer service systems. It is our understanding that those agency-owned systems will be managed, owned, and hosted by the procuring agency. Additional applications proposed by Maximus to supplement these systems, such as telephony when appropriate and requested by task order, will be hosted and maintained by Maximus. Therefore, no hosting provisions are applicable or included in this proposal response.

8.1.13.2 Service Level Agreement

RFP Section 8.1.C.ii.2

Per the intention of this RFP and as clarified in OMES responses to questions, SLAs will be established for each individual task order based on the scope of work and needs of the individual agency.

Our experience providing similar services to a variety of agencies across the country over the past four decades brings Oklahoma a trusted partner who understands industry standards, citizen expectations, and the criticality of establishing and adhering to SLAs for each scope of work procured under this contract. We will work together with Oklahoma agencies to establish the appropriate SLAs for each individual Customer. We share OMES' understanding that there is no "one-size-fits-all" solution for this type of procurement, but rather that we need to work with each Customer to ensure that the solutions fit their specific needs.

8.1.13.3 Billing Information

RFP Section 8.1.C.ii.3

During the implementation process, Maximus will work with each agency Customer to identify specific billing procedures and policies as well as the preferred delivery method. Our account team includes Finance Director, Jason Bardnell, who brings experience with invoice creation and billing integrity best practices from his work with more than 30 government contracts. He will work in tandem with all stakeholders and the implementation team to establish an invoice template for OMES, individual invoice templates for each task order under this RFP, and standard operating procedures.



Maximus will provide a list of employees, the actual hours worked each week, total hours worked for the month, and the total cost per employee based on the fixed rate(s) in the agreement. We will invoice the procuring entity on a monthly basis.

This information will be presented in a format that has been approved by the agency and will then be delivered to the parties as prescribed by each task order. We typically deliver invoices by email to the state project manager, but, if required by the task order, can customize our delivery methods to align with agency requirements and convenience.

8.1.13.4 Documentation of Services

RFP Section 8.1.C.ii.4

Operational transparency is a key principle at Maximus, and we provide detailed, consistent, and regular reporting into all aspects of the services we provide. We bring robust reporting capabilities, tailored to the needs of each task order, that provide transparency into our performance at the agent level, team level, and project level. Consistent with our commitment to transparency and accountability, stakeholders at the State and contracting agency will receive daily, weekly, and monthly reporting that includes performance trends and key operational metrics. Our reporting tools allow for a wide variety of options, and we can deliver the right solution customized to fit the unique needs and requirements of each task order. We further outline solutions we can offer, depending on the need of each agency, in *Section 10: Offer of Value-Added Products*.

In *Exhibit 8.1.13-1: Call/Contact Center Operations Standard Documentation*, we provide a table of our standard documentation of services provided for call/contact center operations, which will be customized based on the solutions and applicable data for each individual task order.

Agent Statistics Report(s)	Call/Contact Center Report(s)
<ul style="list-style-type: none"> ■ Call Detail Report ■ Chat Function Detail Reports ■ Activity Report ■ Summary Report ■ Unavailability Report ■ Disposition Code Report 	<ul style="list-style-type: none"> ■ Incoming Calls Report ■ Outbound Call Report ■ Abandoned Call Report ■ Summary Report ■ Service Level Report ■ Call Detail Report

Exhibit 8.1.13-1: Call/Contact Center Operations Standard Documentation. Includes a list of the common reports that are delivered to clients and used by project leadership to understand, anticipate, and respond to program needs.

During implementation, we will work closely with each contracting agency to deliver all reports in accordance with the timeframes and formats specified in each task order. In addition to regular, agreed-upon delivery, we make historical reporting and real-time data available to the agency

☆ Spotlight

Experienced Finance Director to Support Billing, Audit, and Project Finance

Jason Bardnell
Director, Finance



- Supported more than 30 state agencies in the creation and delivery of accurate invoices
- Provides project team with best practices, SOPs, and support staff for project financials and billing
- Oversees financial audit activities, both internal and external, frequently performed on projects at Maximus
- Manages a team of financial analysts and support staff that coordinate between the project and Corporate finance, supporting the team in all financial matters

so stakeholders can access clear documentation of services provided at any time. In a multi-agency, multichannel call/contact center, this documentation includes applicable account information and can be segmented by location to ensure that performance metrics for each task order can be viewed independently.

This ensures that each agency has a clear understanding of the services provided, as well as the performance metrics and trends that will drive operations. We understand that our constant contact with citizens in our call/contact centers garners critical information and feedback that informs the agency and citizen experience. We focus our documentation and reporting on that understanding to enable both our operating team and our agency Customer to make fully informed business decisions and provide world-class service to Oklahoma’s citizens.

A sample of our call/contact center reporting can be found in *Exhibit 8.1.13-2: Sample Call Center Reports*.

Call Center Reporting

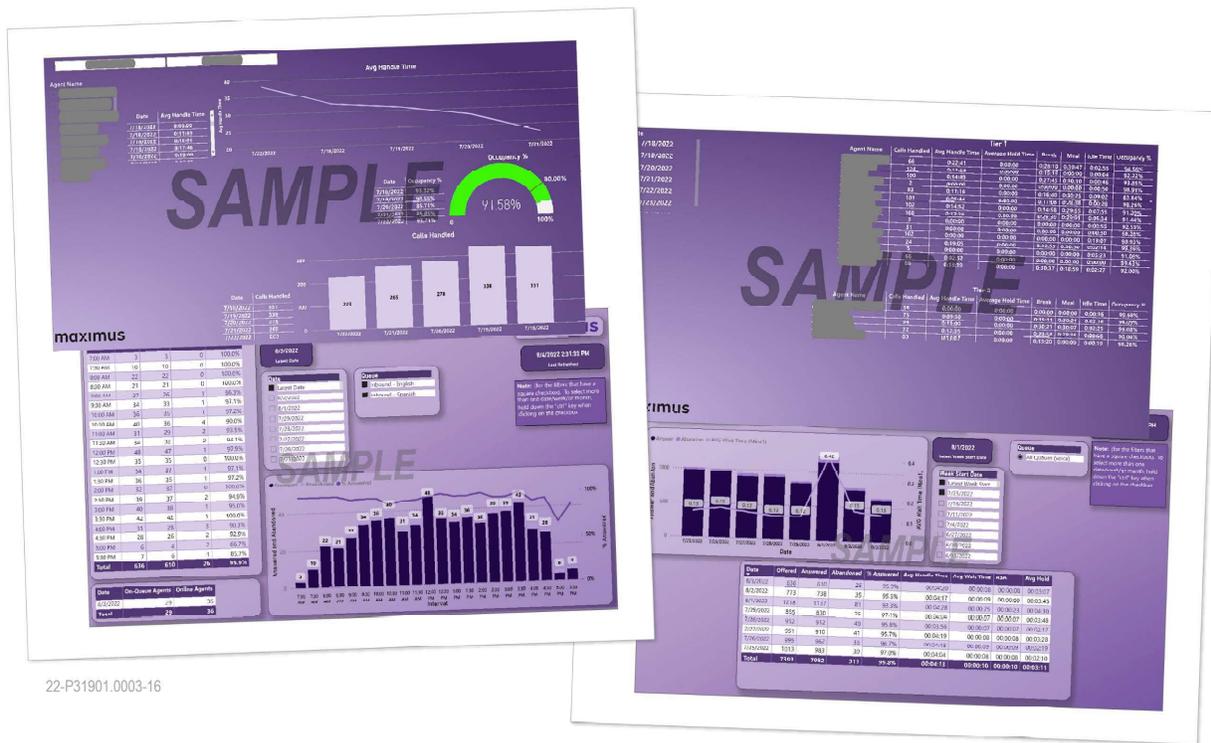


Exhibit 8.1.13-2: Sample Call Center Reports. We use a variety of reports to monitor call/contact center and agent performance throughout the project.



8.1.13.5 Training

RFP Section 8.1.C.ii.5



High-Value Partner

In each call/contact center we operate, we provide dedicated training staff who will become subject matter experts in the program. These individuals are supported by our account team, which includes Training and Quality Managers, Melissa Patin and Riva Usher, who are highlighted in *Section 8.1.3: Account Team Capabilities*. The project teams are further supported by a Corporate Training team that provides additional support including best practices, employee learning and development, and training platforms and resources. These resources and the extensive support they provide for each of our projects will benefit Oklahoma by allowing for the quick creation of program-specific content based on agency-provided and approved material. Our training will outline the requirements for implementing and using solutions for both end-users and administrative/operational personnel.

Our training resources and solutions are also leveraged to ensure the success of our standard train-the-trainer approach. Our process is centered on speed to impact to ensure our trainers and entire operations team become subject matter experts in each program as quickly as possible. Further, our high-value partnership approach seeks to minimize the draw on agency resources in the development, delivery, and execution of training. Our training for the implementation and use of all solutions will include obtaining and leveraging all agency-provided training, interviewing subject matter experts, and creating a training plan that will then be provided to the agency for review, feedback, and approval. This training program includes all required elements to allow Maximus to train at the end-user level as well as all levels of administration, operational, and management personnel supporting the program.



Experienced Adaptability

Government programs are the sole focus of the services we provide. As such, we maintain deep and broad expertise and resources to address the nuances of each of our government agency Customers. We adapt our core capabilities to each program we support, easily shifting and adding new and more complex tasks to our portfolio. This agility and our demonstrated success in the implementation and operation of multi-agency, multichannel call/contact centers will allow us to confidently provide service to each agency who seeks to establish a task order under this contract. Leveraging our extensive experience and customizing our approach to meet each agency's specific needs will ensure faster implementation and training of our staff, without an erosion of quality. Due in part to 46 years' experience delivering government services, Maximus is unique in the industry in our ability to adapt processes and training to the needs and requirements of multiple agencies in a shared environment.

A more detailed description of our approach, team, and solutions for training can be reviewed in *Section 8.1.12.2: Staff Training*.

8.1.13.6 Account Team and Support Provisions

RFP Section 8.1.C.ii.6



**High-Value
Partner**

Maximus proposes an Oklahoma account team that includes members from across our US Services teams to ensure that each Customer seeking services under this procurement receives the appropriate support and subject matter expertise required for their specific task order. This includes individuals with decades of experience supporting and operating government programs, in addition to experience across a wide range of health, human, and public service programs. Maximus is uniquely qualified to provide services under this RFP because of our relevant call/contact center experience and our sole focus on helping numerous and diverse government agencies serve the people. We have selected our account team to ensure that Oklahoma—and any of its agency Customers seeking a task order under this agreement— will benefit from that singular focus. We provide more information on our account team’s breadth of experience and qualifications in providing world-class support and account service in *Section 8.1.2: Account Team Capabilities*

Our support provisions comprise fully managed services including, but not limited to:

- Executive oversight
- Shared corporate resources such as human resources, training, implementation, and IT
- Account team and project leadership that affirm responsiveness and excellence in the execution of account service
- Fully-managed services including both executive leadership and project dedicated staff such as QA, training, managers, and supervisors—ensuring we are not just hiring staff but actively providing them with the tools, training, support, and accountability that ensures the highest-level of service to Oklahoma
- Training and quality management, leveraging our support services team and managers with decades of experience in training and quality best practices
- Reporting and analytics to ensure transparency into our operations and the provision of critical and trending data (such as call types) to inform operations staff and the agency of what is happening on the project
- Workforce management that ensures we have the appropriate staffing levels, schedules, and forecasts to anticipate and meet project needs
- Agent Support, a team of individuals who provide first-level technical support that is focused on uptraining staff to avoid common issues, resolve user errors, and utilize self-service options, reducing the draw on agency technical resources—even when using State systems—and increasing operational up-time
- Provisioning and onboarding management and support, reducing staff onboarding time by as much as two-thirds of the industry standard
- Finance best practices and the management of invoice creation and auditing
- Project Management Operations experts who support implementation by leveraging Maximus best practices to imbue the project with the processes and tools needed to be not only successful, but exceptional

We share Oklahoma's focus on providing world-class service and we structure our account and project teams to ensure that our staff can deliver the highest quality of service.

8.1.13.7 Escalation Process

RFP Section 8.1.C.ii.7

Maximus fully documents our operational and emergency escalation processes with predetermined levels of escalation that adhere to the agency's prescribed method of delivery and execution. This planning and documentation ensures that, in the event of an emergent situation, we can provide timely and detailed information to help mitigate risks and resolve issues quickly.

We fully describe this process and provide samples of our documented escalation and emergency processes in *Section 8.1.3: Escalation Process*.

8.1.14 IRS 1075 Compliance

Maximus agrees to fully comply with Exhibits 2 and 3 of IRS Publication 1075.

8.4 Service Level Agreements

RFP Section 8.2.H.iv, 8.1.C.ii.2, 8.1.D

Maximus understands that the purpose of this RFP is to provide a statewide contract vehicle for agencies across Oklahoma to procure call/contact center services. Our extensive experience partnering with government agencies to provide call/contact center services suggests that each program and Customer requires flexible solutions that meet their program needs, including SLAs that are based on the citizen's journey and expectations.

Based on this experience, and OMES' clear direction in Addendum 1, we have excluded SLAs from this response as they are not required or applicable to this proposal. SLAs will be established in collaboration with each agency Customer who seeks to procure services via task order under this contract.



8.5 Statement of Work

RFP Section 8.2.H.v

Maximus understands that a Statement of Work is not required under this RFP but will be provided by individual Customers seeking a task order under this contract. Hence, we have not inserted a Statement of Work in the proposed draft.



8.6 Exhibit 1

RFP Section 1.

In the sections that follow, we address the contract requirements and terms outlined in this RFP and our approach to meeting Oklahoma’s needs for various Customers who might seek service under this contract.

8.6.1 Statement of Work for Specific Business Needs

RFP Section 1.I

Maximus understands that, if selected, we must provide staffing, consulting, and management as determined by the Customer’s procuring services and based on their specific business needs. We further acknowledge that, when a need is identified, a Statement of Work with business requirements and technical specifications that are unique to the Customer will be created by the procuring agency and sent to Maximus.

8.6.2 Providing Call/Contact Center Services

RFP Section 1.II



**Citizens
First**

Public services provide Oklahoma citizens a lifeline to critical assistance and support. Cultivating a quality customer service experience, especially during periods of crisis or change, is essential to program success. State agencies seek an Oklahoma statewide Call/Contact Center to embrace this responsibility and deliver high-quality call/contact center services that get citizens the support they need as quickly as possible. Our unequaled breadth of expertise and experience in delivering call/contact center operations for a broad spectrum of government agency programs uniquely qualifies Maximus to partner with OEMS and Oklahoma agencies to deliver an efficient, consistent, and enhanced citizen experience. Although we handle more than three and half million calls a month to support state government projects and programs nationwide—including health and human services, unemployment insurance, motor vehicle, workforce services and IT support desk programs—we understand that to each Oklahoma citizen there is only one call that matters. The moment an Oklahoma resident connects with one of our customer service representatives (CSRs) for assistance, they will expect fast, personalized, and accurate information to resolve their question or issue quickly.

8.6.2.1 Inbound and Outbound Live Operator Services

RFP Section 1.II.1

Providing inbound and outbound live operator services to ensure that the citizens we serve on behalf of our government partners receive exceptional service is a core competency for Maximus. More than 30 state and local agencies currently rely on Maximus to meet their call/contact center needs.



Across the country, we operate more than 90 call/contact centers—fielding more than 44 million calls annually and serving more than 22 million individuals.



More important than our footprint is the quality of service we provide through our emphasis on the Citizen Experience. We understand the nuances of supporting our government partners and the unique requirements associated with serving numerous and various state agency programs. Our call/contact center staff are similarly dedicated to the work of the agencies we serve, and they have the expertise, empathy, and dedication to resolve callers' inquiries effectively and efficiently.

We understand that OMES seeks a vendor who will provide call/contact center services with world-class support for various Customers under this contract. We are confident that our experienced staff, combined with the tested technology and solutions we discuss throughout this proposal, will provide Oklahoma and its agencies with unparalleled inbound and outbound live operator services.

8.6.2.2 Service or Product Information

RFP Section 1.II.2

We understand that providing citizens accurate and timely information about government services or products is a critical aspect of call/contact center operations, and we commit to providing this service to Oklahoma and its agencies.

When working with the Customer's trainers and subject matter experts during implementation and throughout the life of the project, we gather and maintain applicable service, product, program, and policy information to provide to callers in our service delivery. In the following section, we discuss how we make this information readily available to our CSRs to ensure accurate dissemination of information to callers.

8.6.2.3 Scripted Information Dissemination

RFP Section 1.II.3

Maximus understands that adherence to scripts within a call/contact center is critical to providing consistent, world-class support to our Customers and the populations they serve. Especially critical in government programs, scripted responses ensure that information is relayed quickly and accurately to callers. We utilize several tools to provide scripted information to our CSRs and maintain strict adherence to those scripts within call/contact center operations.

Knowledge Management System



Delivery of the mature, world-class call/contact center services that Maximus is known for requires a single, comprehensive, and automated information resource that our staff can easily reference when assisting citizens. To that end, we use our proven knowledge management system (KMS) to retain program instructions, policies and procedures, work instructions, reference materials, and other essential information specific to each agency task order. It is designed to make project-specific information, including scripted call/contact center responses, easy to retrieve in three or fewer clicks.

Our KMS also allows for the quick release of notifications and content updates via banner messaging, as appropriate, when process changes, emergencies, and relevant events occur.

Our KMS is always available and puts the information our staff needs to perform their best at their fingertips.

Script Adherence

In addition to thoroughly training and providing staff with scripted information through our knowledge management resources that make information readily available, we require our CSRs to adhere to scripts. As outlined in *Section 8.1.12.2: Staffing Procedures*, Maximus Quality Analysts will monitor and evaluate staff adherence to scripted information. With our objective toward continuous improvement, this quality plan helps us to identify areas that could be improved or expanded in our initial and ongoing training program, KMS, and other tools we leverage to develop deep program knowledge and understanding.

8.6.2.4 Data Entry State/Contractor Database

RFP Section 1.II.4

Successful data entry relies on complete, timely, and accurate entry of consumer data to minimize errors and build confidence in the Oklahoma statewide call/contact center. Our plan prioritizes proper data entry and comprehensive quality checks to deliver excellent customer service for applicants and consumers alike.



Maximus brings experience and ongoing expertise with accurate and efficient data entry practices. Each year, we support approximately **42 million application assistance tasks** and perform data entry for **10 million eligibility documents**.

Maximus will use proven data entry processes to enter hardcopy forms and applications into the appropriate Customer systems, promptly and accurately. Our overall solution for high-quality data entry involves:

- **Receipt of Information:** We offer applicants a variety of options for providing information, allowing them to use the communication channel they find most convenient. We accept application information through traditional mail, email, fax, and phone.
- **Application and Form Intake:** We harness modern innovations to improve upon the outdated process of batching responses and storing files on local servers. Instead, we use scanning and storage practices that allow us to host files in a cloud-based Amazon Web Services (AWS) environment, which improves security and streamlines workflows. Through this process, scanned documents are immediately attached to a consumer's record within the database. This improvement in the currency of available information enables CSRs to easily access and retrieve related documents for processing or review without waiting for batch processes to execute.
- **Entering Consumer Data:** We use manual methods of data entry and deploy rigorous quality control processes to facilitate the quality and accuracy of entered data. Data fields that require additional review, such as open-ended text, are reviewed by our staff for prohibited language. When content is questionable, we escalate the information for a final determination.

We track all data entry tasks assigned to CSRs, allowing us to target remediation and quality assurance efforts when needed. This tracking occurs automatically, freeing CSRs to enter information from hardcopy documents directly into the appropriate system of record.



- **Resolving Illegible or Missing Information:** We conduct a preliminary review of consumer documentation to identify illegible or missing information. If we receive consumer data that is illegible, contradicts existing case data, or is missing required information, our agency program specialists will issue verification request forms to the consumer to clarify and obtain the information. Our CSRs will also conduct outbound calls, as necessary, to contact consumers for missing information. We will enter all information obtained via outbound call or verification request forms into the state system prior to routing the information to state staff.

From our experience in similar projects, we have determined that the most effective way to secure missing information is to have trained agency program specialists either contact the consumer for clarification via phone or email, or to verify missing information with a third-party data source, if available.

- **Data Entry Manual:** We will develop a Data Entry Manual specific to each applicable task order to outline appropriate protocols for Oklahoma call/contact center staff and supervisors. The manual will provide straightforward instruction on frequent concerns to reduce data entry errors and associated costs. We update these manuals regularly to reflect new processing and data entry tasks as they are implemented.

Spotlight

Data Entry Expertise

Part of what differentiates Maximus from other contractors is the experience and robustness of our data entry processes. Our decades of success operating data entry programs have informed our approach to data entry with the following critical components:

- We require staff to demonstrate comprehensive knowledge of program functions, including what information is asked of consumers. This streamlines workflows and improves data accuracy.
- We deploy experienced staff with proven program expertise to determine whether clarification or follow-up is needed. This helps us achieve complete and accurate data quickly.

8.6.2.5 Mailing and Fulfillment Services

RFP Section 1.II.5

Maximus understands that the Customers served under this contract may also require mailing and fulfillment services as part of call/contact center operations. Maximus has experience processing both incoming and outgoing mail for many of our current government call/contact center clients, and we can provide the same world-class mailing and fulfillment services to meet the needs of Oklahoma agencies and its citizens. Some examples of contact center operations where we have provided mailing and fulfillment services for our government partners include:

- **California UI 1099G Project:** CSRs fielded inbound calls from citizens requesting assistance with 1099-G tax forms for Unemployment Insurance (UI) and Pandemic Unemployment Assistance (PUA). Requests for reissuance of initial or revised tax documents is one of the most frequently received call types. CSRs assist callers by verifying identity, validating correct and current address information, and reissuing tax forms and information to be delivered by mail.



- **Michigan Enrollment Services:** Our staff provides mailing and fulfillment services for member notices and materials. These notices are triggered by either inbound calls through our contact center or by milestones, such as application or renewal, within a benefit claim.
- **Texas Data Management Services:** Our staff processes inbound mail for new hire reporting. Notices are imaged into a document repository within our Employer Services Portal where data entry and quality review are performed. The information is then matched to quarterly wage reports and utilized to facilitate child support enforcement.

8.6.2.6 Bilingual Service – Spanish/English

RFP Section 1.II.6



**Citizens
First**

Multilingual citizen relations and services are a hallmark of Maximus projects and call/contact centers. We provide equitable service to non-English speakers and can meet all the language needs of Oklahoma citizens. For more than three decades, Maximus has operated large call/contact center operations requiring multilingual services across the world. The number of languages we can support for Oklahoma is virtually limitless. We operate some of the largest call/contact centers in the nation, including those in linguistically diverse states like New York and California. We can meet the needs of Oklahoma's citizens by providing appropriate staffing levels for bilingual staff, and by leveraging secure interpreter services for hundreds of languages, as necessary.



Spotlight

Demonstrated Experience Supporting Non-English-Speaking Callers

- Our Medi-Cal for Families program includes staff that are fluent in a total of 13 languages. This includes call center staff, workforce management personnel, as well as supervisory and management staff.
- Starting in October 2020, agents handled calls in 35 languages for our Indiana COVID-19 Contact Tracing and Vaccine Scheduling project.

8.6.2.7 Voice Mail

RFP Section 1.II.7

Maximus understands that, in some task orders, the Customer may require a voicemail solution as part of providing world-class call/contact center operations. Maximus provides tested technical solutions and processes for receiving, managing, and returning voicemails in a timely manner. We leverage features such as group voicemail, voicemail queuing, voicemail transcription using speech-to-text, and click to dial to facilitate efficient processing of voicemail.

8.6.2.8 Automatic Call Distributor (ACD)

RFP Section 1.II.8

Maximus understands that Customers under this contract may require ACD services to facilitate efficient call handling and optimize citizen experience. If applicable to the individual task orders, Maximus will leverage our tested call/contact center ACD solution to provide this functionality. Our full-feature ACD allows us to optimize staff and caller time, reduce average wait times and maximize CSR productivity. Depending on the Customer's needs, we can provide basic ACD functions that leverage queues to route callers to the next available representative. For more complex configurations, our ACD solution can distribute calls via queue and availability, and



leverage skills-based routing that matches callers to the agent with the skillset best equipped to handle their reason for calling. This helps to achieve first-call resolution and enhances the caller's experience by reducing hold times and transfers.

8.6.2.9 Interactive Voice Response (IVR)

RFP Section 1.II.9

Maximus offers and delivers a wide range of IVR configurations, from simple to complex, depending on our Customer's needs. In some of our smaller Tier 1 call/contact centers, IVRs may be configured with minimal options, such as a single inbound line with an English and Spanish option. For more complex operations, our solution can be configured with complex call routing that either presents the citizen with options to guide them to the appropriate queue or utilizes built-in IVR speech recognition to allow callers to tell the system what they are calling about. For each individual project, we work together with our government partners to create an IVR experience that is based on optimizing the citizen experience for their particular program.

8.6.2.10 Email Correspondence

RFP Section 1.II.10

Maximus delivers proven solutions and processes for providing email correspondence to citizens as part of our call/contact center operations. Agencies that submit task orders under this contract will have the ability to include the delivery of basic, secure email correspondence or complex, high-volume email administration. For example, in our Nevada UI program, we assisted the state in clearing thousands of backlogged emails that were received following pandemic surges. We used robotic process automation (RPA) to identify duplicate emails, consolidate communications, and then queue the email for processing. This enabled staff to efficiently work through the backlog to address the citizens' needs in a timely and systematic manner. In our California Lifeline program, we receive more than 10,000 emails annually and communicate with individuals to assist them with everything from basic program inquiries to detailed information on the status of their benefits. However simple or complex the solution, email has become an integral part of many call/contact center operations, as citizens have come to expect government agencies to communicate in the way that is most convenient.

8.6.2.11 Call Center Overflow Capabilities

RFP Section 1.II.11



Experienced Adaptability

Our call/contact center solutions provide seamless overflow technology that includes auto-scaling functionality to meet fluctuating volume needs without disruption to operations. During the pandemic, Maximus provided services to agencies, such as Departments of Labor, who experienced unpredictable and extreme call volume fluctuations. In our Hawaii UI Call Center, we received over 30,000 calls on the first day of operations, which was more than five times the expected volume. Leveraging our call/contact center overflow capabilities and auto-scale technology, our telephony services adjusted in real time to allow callers to reach the call/contact center despite the astronomical call volume. We immediately implemented IVR configurations to help eliminate any invalid calls, such as auto-dial SPAM calls, to ensure citizens could reach the queues. In other extreme volume circumstances, we worked in tandem with agency staff to act as the first point of entry for callers and provided a seamless transfer to agency call/contact centers for overflow calls during high-volume surges to maintain an elevated citizen experience.

These tested solutions ensure that, when the unexpected happens, citizens continue to receive the highest possible level of service without disruption to call/contact center operations.

8.6.2.12 Handling Surveys and Questionnaires

RFP Section 1.II.12

Maximus understands that handling surveys and/or questionnaires may be applicable to task orders submitted under this contract. This is a common service that we provide in our call/contact center operations. For example, we often utilize after-call surveys and questionnaires to measure our operational performance not only from the perspective of Maximus and its Customer, but through direct feedback from the citizens we serve.

In *Exhibit 8.6-1: Customer Satisfaction Survey Sample*, we provide a sample of our call center survey reporting.

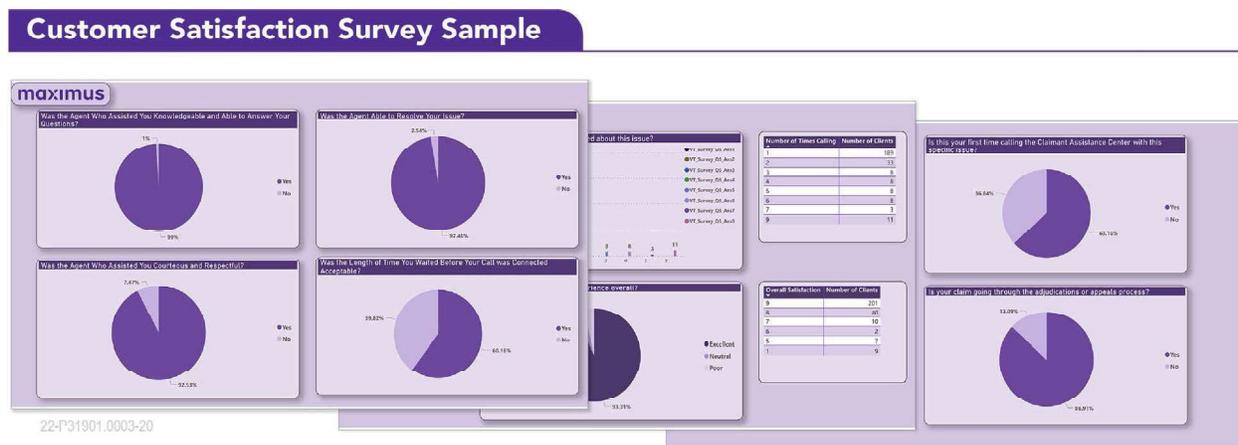


Exhibit 8.6-1: Customer Satisfaction Survey Sample. Represents a sample report from one of our call/contact centers where we collect caller feedback through a recorded survey and gather that information into reports that inform both the agency and the project team regarding citizen experience.

8.6.2.13 Managed Services

RFP Section 1.II.13

Maximus acknowledges that Managed Services may be required as part of a task order submitted under this contract, in which hardware and software are dedicated to a particular Customer and run on-premises in that Customer’s environment or in a third-party data center but are managed by a third-party service provider. For all task orders provided under this contract, we will work with the Customer to understand if Managed Services are required and to establish the scope and deliverables associated with the Managed Services.

8.6.3 Customer Responsibilities

RFP Section 1.III

Maximus understands the Customer will be responsible for providing training documentation and ongoing support, secure access to Nice CXOne, and secure remote access to all required customer service systems.

8.6.3.1 Training Documentation and Ongoing Support

RFP Section 1.III.1

We acknowledge the Customer will provide the initial training documentation and ongoing support from their subject matter experts. We will incorporate the Customer-provided training documentation into our comprehensive staff training to deliver high-quality, consistent, and citizen-centered service. Training serves as the foundation for how our CSRs connect with citizens, and we provide our staff with the necessary tools to connect citizens with program information and services.

Maximus develops a customized training plan to identify and address the fundamental operational requirements of each project to enable us to successfully provide information and services to citizens. We train CSRs to answer calls, provide information, comply with documentation requests, manage call data, and support inquiries in accordance with the Customer's policies and procedures, directives, and regulations. More detail on our training program and how we work with our government partners to develop and maintain an approved program can be found in *Section 8.1.12.2: Staff Training*.

8.6.3.2 Secure Access to NICE CXOne

RFP Section 1.III.2

Maximus acknowledges that the Customer will provide secure access to the NICE CXOne statewide platform when required.

Maximus is accustomed to accessing state-provided systems securely and remotely. Maximus also has extensive experience utilizing the NICE suite of tools for workforce management and call/contact center operations. For example, in our California UI Deferred Workload program, our Workforce Management team worked with our government agency partners to connect to their NICE system. Once connected, our team configured the dedicated instance to manage a team of nearly 3,000 staff. We utilize the state-provided NICE platform to schedule this large staff for standard work shifts, breaks, training, and time off. This instance is also configured to run intraday, daily, weekly, and monthly reporting, including adherence and occupancy, to inform operations and support timekeeping policies.

8.6.3.3 Secure Remote Access

RFP Section 1.III.3

Maximus acknowledges that, if applicable for the task order, the Customer will provide secure access to all required customer service systems. As a trusted partner of government agencies in Oklahoma and across the country, Maximus appreciates the importance of maintaining secure access. Maximus will collaborate with the Customer to adhere to the security processes and solutions that are designed to prevent unauthorized access to the agency's digital assets and prevent the loss of sensitive data.



8.7 Exhibit 2 – IRS Publication 1075 Safeguarding Contract Language for General Services

RFP Section 8.1.C.iii, 2.

Maximus has numerous projects throughout the United States at which we are required to comply with *IRS Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies*. As an example, our project located in Jefferson City, Missouri currently performs mail processing, case initiation, and electronic document management on behalf of Missouri's Social Services Department, Family Support Division. The project has successfully passed an IRS site audit. This is a proof point that Maximus has the operational knowledge and skill needed to comply with the complex federal tax information requirements stated in IRS Publication 1075.

We agree to comply with and assume responsibility for compliance by our employees with the safeguarding requirements for general services. We acknowledge:

1. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees. The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
2. Any federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
5. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
6. The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

Further, Maximus acknowledges the criminal/civil sanctions:

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution.



Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure "Unauthorized Disclosure" and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See



Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

In the event of a data incident, Maximus acknowledges we will:

1. Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach
2. Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI
3. Complete regular training on how to identify and report a breach
4. Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy
5. Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the Contractor or its subcontractor failed to provide adequate safeguards for FTI

Maximus acknowledges the IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



8.8 Exhibit 3 – IRS Publication 1075 Safeguarding Contract Language for Technology Services

RFP Section 8.1.C.iii, 3.

Maximus has numerous projects throughout the United States at which we are required to comply with *IRS Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies*. As an example, our project located in Jefferson City, Missouri currently performs mail processing, case initiation, and electronic document management on behalf of Missouri's Social Services Department, Family Support Division. The project has successfully passed an IRS site audit. This is a proof point that Maximus has the operational knowledge and skill needed to comply with the complex federal tax information requirements stated in IRS Publication 1075.

We agree to comply with and assume responsibility for compliance by our employees with the safeguarding requirements for technology services. We acknowledge:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet



functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

8. No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. This list will be provided to the agency and, upon request, to the IRS reviewing office.
10. The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

Further, Maximus acknowledges the criminal/civil sanctions:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.



3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure XE "Unauthorized Disclosure" and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

In the event of a data incident, Maximus acknowledges we will:

1. Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
2. Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
3. Complete regular training on how to identify and report a breach.
4. Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy.
5. Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by



itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

Maximus acknowledges the IRS and the agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of IT assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



5.0 Additional Bidder Terms

RFP Section 8.2.E

In accordance with Section 8.2.E of the Bidder' s Instructions for Solicitation No. 0900000546, Maximus requests the following additional terms in the RFP. Maximus respectfully requests the opportunity to discuss and/or negotiate the contract terms detailed below. Maximus understands and accepts that any changes or additions to the terms and conditions of the RFP must be acceptable to the State and must comply with applicable laws and regulations.

Equitable Adjustment

- A. Subject to subsections B. and C. below, the State may, at any time, by written request make changes within the general scope of the contract. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) business days from the date the change is offered.
- B. Notwithstanding Supplier' s right to mutually accept a Purchase Order under Section 2.1 of the Statewide Specific Terms in Attachment C, in the event that (a) the stated assumptions under which (i) the Contract was executed and/or (ii) the proposal was submitted in response to the solicitation have materially changed or have proven to be inaccurate, or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to state or federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage requirements, or data and information security), or (d) or there has been an incorrect wage determination and, as a result of one or more of the foregoing, there is a significant financial impact on the Supplier, either party may request a change request and the parties shall negotiate an Addendum to the Contract detailing the nature of the change and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to Supplier' s price.
- C. The Supplier shall not be obligated or authorized to undertake any action pursuant to a change request which has not been mutually accepted through an Addendum to the Contract.



Attachment E-4 Value Add

10.0 Offer of Value-Added Products and/or Services

RFP Section 8.2.J, 8.1.F



Oklahoma state agencies require a solution that meets their requirements for call/contact center services. Maximus offers a complete solution using value-added tools to deliver a customer service experience that puts Oklahoma's citizens first. The following value-added services are included in the applicable rates set forth on the tiered pricing model in *Section 9: Pricing*, at no additional cost to the Oklahoma Office of Management and Enterprise Services (OMES) or the Customer.

Hickory

HICKORY Hickory is a proven knowledge retention tool that proactively addresses knowledge gaps and the “ forgetting curve” by reinforcing key concepts through periodic reviews and scenario-based exercises.

We can tailor these exercises to each trainee’ s identified level of knowledge, prioritizing topics that a trainee needs further support with and deprioritizing topics that the same trainee has already mastered. The result is project staff who can execute first-call resolution, remember and deliver complex information quickly and accurately, and master new or updated policies.

Kahoot

 Kahoot! is a game-based learning platform. We use it to create dynamic and participatory training environments by hosting spontaneous polls, quizzes, and content-related games that allow Maximus facilitators to assess employee comprehension in real time through quick tests or questionnaires. Kahoot! can also be used by supervisors and team leads during daily operations to engage staff with friendly competition and contests. CSRs who work in an environment that emphasizes team building and engagement experience higher morale—improving employee retention and providing greater program staffing stability.

Customizable Solutions



Experienced Adaptability

Maximus understands that not every Customer or statement of work will require the same products and services. While we offer a broad range of solutions and value-added products within this proposal, we will work with OMES and each individual Customer to ensure that the solution for each project meets the unique needs of the agency and the citizens served under each program. As a full-service call/contact center vendor, Maximus seeks to provide OMES and its agency Customers with customized solutions that meet their individual and evolving needs. OMES can expect a flexible, adaptable partnership with Maximus.

Attachment F

Negotiated Exceptions and Additional Terms to the Contract

The Contract is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions submitted by Maximus US Services, Inc. or discussed by the parties.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

Term & Section	Language
<p>Scope and Contract Renewal (Section 1.2, Attachment B)</p>	<p>Section 1.2 shall be modified:</p> <p>At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that has not been approved by the State or Customer not accepted as satisfactory.</p>
<p>Scope and Contract Renewal (Section 1.4, Attachment B)</p>	<p>Section 1.4 shall be modified:</p> <p>The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. Upon written notice to Supplier at least thirty (30) days before the end of the initial ninety (90) day extension, the State may, to the extent allowable by law, choose to exercise subsequent extensions in accordance with Section 26.4 for the sole purpose of facilitating the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier. All extensions shall be evidenced in a mutually executed Amendment.</p>
<p>Modification of Contract Terms and Contract Documents (Section 3.2, Attachment B)</p>	<p>Section 3.2 is deleted in its entirety and replaced with the following:</p> <p>Supplier may propose additional terms on an ordering document, subject to mutual written acceptance by both Parties. Additional terms on any ordering document provided by either party are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.</p>

<p>Ordering, Inspection, and Acceptance (Section 6.1, Attachment B)</p>	<p>Section 6.1 shall be modified:</p> <p>Any product or service furnished under the Contract shall be ordered by issuance of a valid, mutual purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.</p>
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<p>Ordering, Inspection, and Acceptance (Section 6.2, Attachment B)</p>	<p>Section 6.2 shall be modified:</p> <p>Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer, which shall not be unreasonably withheld. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Any service or associated deliverable deemed unacceptable by the Customer must be accompanied by reasonable written documentation to Supplier.</p> <p>Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially error-free, operational, and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.</p> <p>Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.</p> <p>Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.</p>
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Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8.1, Attachment B)

Section 8.1 shall be modified:

As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal and name the State and its agencies as certificate holder on the commercial general and automobile liability insurance policies. Certificates of Insurance shall be provided annually upon insurance policy renewals Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for personal and advertising injury, contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence/\$4,000,000 annual aggregate;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** Consultant's Professional Errors and Omissions

	<p>Liability Insurance, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;</p> <p>E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure to secure computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and</p>
Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8.3, Attachment B)	<p>Section 8.3 shall be modified to delete the following language:</p> <p>Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, and assignees for liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.</p>

<p>Confidentiality (Section 11.3, Attachment B)</p>	<p>Section 11.3 shall be modified:</p> <p>Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.</p>
<p>Assignment and Permitted Subcontractor s (Section 13.1, Attachment B)</p>	<p>Section 13.1 shall be modified:</p> <p>Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State, which shall not be unreasonably withheld. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.</p>

<p>Assignment and Permitted Subcontractors (Section 13.4, Attachment B)</p>	<p>Section 13.4 shall be modified:</p> <p>All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by previously unapproved or disapproved employees of the Supplier or a subcontractor. In the event of a good faith dispute pursuant to this section, the Customer may pay to Supplier any undisputed portion of the payment or invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. The Customer shall notify Supplier writing as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The Parties shall then attempt to resolve the disputed portion of such invoice as soon as possible through good faith informal negotiations.</p>
<p>Assignment and Permitted Subcontractors (Section 13.5, Attachment B)</p>	<p>Section 13.5 shall be modified:</p> <p>Upon notice to Supplier, the rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.</p>
<p>Indemnification Acts and Omissions (Section 16.1, Attachment B)</p>	<p>Section 16.1 shall be deleted in its entirety and replaced with the following:</p> <p>To the extent allowed by law, the Supplier shall defend, indemnify and hold harmless the Indemnified Parties, as applicable, from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions, omission or willful misconduct of Supplier, its employees, agents, or subcontractors in the execution or performance of the Contract. Supplier shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Customer, its employees, or agents or any third party.</p> <p>To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.</p>

<p>Limitation of Liability (Section 16.5, Attachment B)</p>	<p>Section 16.5 shall be modified to:</p> <ul style="list-style-type: none">A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier, and Supplier shall not be liable to the State or any Customer, for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier, and Supplier shall not be liable to the State or any Customer, for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages. Except for Supplier's liability for Data Security Incidents addressed in Section 16.5(B), Supplier's liability for damages of any kind to the State or any Customer shall be limited to \$5,000,000.B. Supplier's liability for unauthorized access to, unauthorized disclosure, transfer, or processing of, damage to, or loss, destruction, alteration, or corruption of any Customer Data arising from any act, negligence, or omission of Supplier including but not limited to Supplier breach of data security obligations (collectively, "Data Security Incidents") shall not exceed \$10,000,000. Data Security Incidents shall mean a Data Breach or Security Incident as defined in Attachment D, "<i>State of Oklahoma Information Technology Terms</i>" resulting solely from conduct by Supplier. For avoidance of doubt, Section 16.5(A) shall not be construed to negate or otherwise render unenforceable the damages limitations applicable to Data Security Incidents set forth in this Section 16.5(B).C. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.D. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.
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<p>Termination for Cause (Section 18.4, Attachment B)</p>	<p>Section 18.4 shall be modified:</p> <p>The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.</p>
<p>Orders and Addendums (Section 2.1, Attachment C)</p>	<p>Section 2.1 shall be deleted and replaced in its entirety with the following:</p> <p>Orders shall be placed directly with the Supplier by issuance of mutually accepted purchase orders by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required. Notwithstanding the foregoing, the Supplier shall be entitled to refuse any purchase order which is not mutually executed by the parties.</p>
<p>Orders and Addendums (Section 2.3, Attachment C)</p>	<p>Section 2.3 shall be modified:</p> <p>Additional terms added to a Contract Document by a Customer or the Supplier shall be effective if the additional terms do not conflict with the General Terms and are mutually acceptable. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.</p>
<p>Termination for Funding Insufficiency (Section 3, Attachment C)</p>	<p>Section 3 shall be modified:</p> <p>In addition to Contract terms relating to termination due to insufficient funding, upon thirty (30) days' written notice to the Supplier, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.</p>

<p>Contract Management Fee and Usage Report (Section 6.1, Attachment C)</p>	<p>Section 6.1 shall be modified:</p> <p>Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier</p> <p>.</p>
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