STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR3758

Starting Date: 10/1/2023

Expiration Date: 9/14/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Maximus US Services, Inc (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Adding two offerings under Category 1: Platform Offerings; Community Engagement Compliance Platform and Accuracy Assistance Platform.

Updating Attachment C Price Schedule.

One year renewal option, new expiration date 9/14/2027.

Effective Date of Amendment: 2/24/2026

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Signed by:

Tamara Denson

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3/9/2026

Contractor's Signature — Date

Tamara Denson

Contractor's Name (Print)

Assistant General Counsel

Title (Print)

STATE OF UTAH

DocuSigned by:

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3/12/2026

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Laurel deLagerheim	801-957-7121	ldelagerheim@utah.gov	AR3758

AR3758 - Maximus US Services

Category 1 - Paltform Management

Line Item	Role Details	Hourly Rate	Monthly Fixed
Project Manager	Executive lead with responsibility for overall project delivery, ongoing operations and client relationship	$ 210.39	
Developer	Writes the code needed to fulfill system requirements. Conducts code reviews with peer developers or the development manager.	$ 184.40	
Development Manager	Oversees the team of Developers and ensures they follow technical design, development, and quality standards.	$ 204.51	
Software Engineer	Writes the code needed to fulfill system requirements often as part of paired development with a Developer resource.	$ 169.46	
Process Architect	Interacts with client agency resources to define future state technology requirements, documents those requirements, and interfaces with technical staff (such as developers) to ensure delivered code meets requirements.	$ 163.00	
Tester	After code is unit tested by the developer, that code is compiled into a test environment and, using a number of techniques and tools, the tester ensures the delivered code meets requirements.	$ 199.81	
Analyst	Collaborates with client agency resources to understand and develop user stories and requirements, drive out business processes and workflows and bridge the gap between agency and Maximus project teams	$ 143.80	
SME	Subject matter experts provide deep industry, technical or functional knowledge to help solve project challenges and drive solutioning	$ 127.23	
Project Lead	Directs day-to-day project activities, tracks milestones and risks, and provides regular status to stakeholders	$ 180.18	
Licenses & Hosting			$ 80,160.98

AR3758 - Maximus US Services
Category 5 - Social Listening

Line Item	Role/Service Details	Hourly Rate	Per Interaction Rate
Operations Analysis	The operations analysis role provides a direct analytical connection to program staff, interpreting ML/NLP model results, and interpreting findings for operational use. This role has experience with current operational processes, and has also contributed to interation analysis by developing the target topics to measure and track meaningful themes found from the interaction analysis.	$ 127.49	
Data Science	The data science resources develop and implement the analytical models used in the Maximus Social Listening solution. These analysts ensure the ongoing quality and utility of ML/NLP results through testing and continual review of model performance and bias factors that negatively impact operational use. These staff partner with Operations Analysis roles on any custom model needs and may also design specific solutions to target areas of operational interest specific to a particular program.	$ 165.86	
Project Lead	The project lead role coordinates Social Listening activities with program leaders and ensures that analysis objectives are clear and that project efforts are continually evaluated and governed in line with changing (and data driven) program priorities.	$ 180.18	
Social Listening Interactions	This interaction cost includes the AWS service costs, as well as the staffing support necessary for program and analysis management. AWS costs include transcription, data storage, analytical processing, analysis services, and BI/visualization tools to share results for program and operations analyst staff use.		$ 1.64

Contract #: AR3758

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

   Maximus US Services, Inc.
   Name

   1891 Metro Center Drive
   Street Address

Reston	Virginia	20190
City	*State*	*Zip*

   Vendor # VC251156 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

   Contact *Name:* T. Isadora Huntley *Phone Number:* +1 678-361-2867 *Email:* TIsadoraIHuntley@maximus.com

2. CONTRACT PORTFOLIO NAME: Platform Management; Social Listening.
3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47
5. CONTRACT PERIOD: Effective Date: Sunday, October 01, 2023. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.
6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): Refer to Attachment C.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Price Schedule
9.

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
10. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
    b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.
11. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
    IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

November 21, 2023
Contractor's signature — Date

Charles K. Sweeney II, VP Contracts
Type or Print Name and Title

DIVISION OF PURCHASING

DocuSigned by:
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11/22/2023
Director, Division of Purchasing — Date

ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 Acceptance means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 Contractor means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 Embedded Software means one or more software applications which permanently reside on a computing device.

1.4 Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 Lead State means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 Master Agreement or **Contract** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for Five (5) years, beginning when the first master agreement under this portfolio is signed. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data in accordance with the instructions in Attachment J.1 and in the format set forth in Attachment J, or as otherwise instructed by NASPO ValuePoint. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall, upon request, provide NASPO ValuePoint cooperative contract coordinator with an executive summary that includes, at a minimum and for the preceding quarter, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative contract coordinator and Contractor will determine the format and content of the executive summary.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must minimally be guaranteed for the first year of the Master Agreement.

6.1.2 Following the first year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor’s skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Maximus will grant a non-transferable, non-exclusive, irrevocable license which is limited to the term set forth in the Purchasing Entity’s Participating Addendum. Contractor will retain ownership rights of all Products and Pre-existing Intellectual Property, as defined below.

11.2 Embedded Software. Transfer of title to the Product must include a license to use any Embedded Software in the Product during the term of the Purchasing Entity’s Participating Addendum. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. Any transfer of title must be approved by Contractor and will include all restrictions set forth in this Master Agreement and the Participating Addendum and all license rights to the Product will be limited in duration to the term of the Purchasing Entity’s Participating Addendum. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity’s transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive , royalty-free, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") during the term of the Purchasing Entity's Participating Addendum . The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a

Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity’s request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the

Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

   Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

   a. The Contractor 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 Contractor applies to its own Personal Data and Non-Public Data of similar kind.

   b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

   c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

   d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

   e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor 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. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity 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.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in 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 Contractor based on root cause.

6. **Notification of Legal Requests**: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. 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 the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

    Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

    No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

    Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. **Subscription Terms**: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

    No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

   Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

   a. The Contractor 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 Contractor applies to its own Personal Data and Non-Public Data of similar kind.

   b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

   c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

   d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

   e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Incident Response: The Contractor 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 Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

   b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity 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

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

    b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity 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.

    c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor’s breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in 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 Contractor based on root cause.

6. **Notification of Legal Requests**: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity’s data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. **Termination and Suspension of Service**:

    a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. 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 the Purchasing Entity.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

    Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

    No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the

Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity.

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

    No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Scope of Work

Contractor – Maximus US Services, Inc.

I. Awarded Scope / Executive Summary

The scope of this contract award includes the following category(ies):

Category 1 – Platform Management - A software solution that will offer a variety of applications to help customers (i.e., public entities) manage systems across platforms. Platform management will answer questions and contain solutions that remember, remind, and respond to users.

Category 5 – Social Listening - A software solution that allows entities to view the "voice of the customer" across all input channels such as through email, web forms, social media, and inbound calls. Solution utilizes a dashboard to effectively identify issues, satisfaction, and needs.

Additional Value Add Items / Services may be offered by Contractor within the Award Category listed above. Such value-added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

II. Value Add Solutions

a. Value Add Items - Category 1 – Platform Management

Value Added Item #1: Websites and Mobile Applications

How will this add value? A key advantage of our DXHub platform is the ability to quickly develop and deploy citizen-facing websites and mobile applications. Each year, citizens across the United States use our websites and mobile applications to complete hundreds of thousands of critical transactions - from enrolling in government services, to providing personal documentation, to making payments. Our ability to build and maintain web and mobile applications is further enhanced by our deep experience integrating with unique backend services and data sources. Maximus focuses on designing all our websites and mobile applications to meet or exceed stringent security, usability, and accessibility requirements. Our websites and mobile applications are thoroughly tested against Web Content Accessibility Guidelines (WCAG) best practices, Americans with Disabilities Act (ADA) and/or Section 508 standards to deliver channels that every citizen can use with confidence. Using our RIDM process, Maximus can quickly design and deploy citizen-facing websites for Utah. Like the link below demonstrates, we utilize modern design methodologies that create an intuitive, streamlined, and action-oriented citizen experience. Utah.gov Demo Site

Documented Performance: Our mobile applications have been downloaded over 325,000 times, more than 600,000 enrollments have been completed via our mobile applications and websites, and 200,000 pages of personal documentation have been securely uploaded. Maximus' websites and mobile apps have received critical acclaim from our state government partners and from industry organizations, including back-to-back awards from PRNews for Best Mobile App in 2019 (Healthy Louisiana) and 2020 (NYSOH). Most importantly, the feedback we see from citizens is overwhelmingly positive, with mobile app ratings consistently above 4.5 stars.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Value Added Item #2: Payment Processing

How will this add value? The Maximus DXHub platform offers citizens a best-in-class, Payment Card Industry (PCI) Level 1 compliant payment experience. With our partner, Forte, we can securely process credit/debit card, electronic check, PayPal, and Apple Pay payments through any channel including web, kiosk, point of sale, and mobile applications. We also process credit cards and electronic check payments via IVR.

Documented Performance: Forte's platform currently supports over 66,000 merchants across North America, processing $88B+ in payments across 324M+ transactions, for large private sector companies and governments and agencies across 26 states.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Value Added Item #3: Site Content Maintenance Services

How will this add value? Maximus knows that State websites and mobile applications are vital sources of information, resources, and services for citizens. Thus, it is crucial that the information and content present on these applications is consistent across channels, updated regularly, and accessible to all citizens. The Maximus content maintenance approach leverages the native capabilities of DXHub to provide holistic content support for each state. DXHub gives Maximus and our State clients the ability to push content into mobile and web applications simultaneously. This ensures that all citizens, regardless of their digital channel of choice, have access to the same information. It also reduces the workload for State employees, as they are not forced to replicate a desired change in both the web and mobile settings.

We know that state and agency requirements are different. DXHub gives states and agencies the option to have control over their content management. Instead of relying on change orders to perform minor content tweaks, Maximus empowers clients with all the necessary tools to edit, review, and approve content on their applications. Maximus can also train State employees to effectively manage the State's content. We de-risk this approach by building in approval layers and preview capabilities so that our clients can confirm the quality and accuracy of content updates before they go live. These approval workflows can be tailored to the specific needs of each state, agency, or municipality.

Documented Performance: Maximus actively manages website and mobile application content for 11 different state government projects.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Value Added Item #4: Analytics

How will this add value? DXHub has an industry leading, AI-backed, analytics package that includes predictive analytic, real-time reporting, and data visualization tools. Our tools collect functional data like browsing time, click rates, bounce rates, page visits, mouse-tracking, and active users, among other features. We also provide reporting dashboards that give transparency into the financial performance of the portal, including revenue generation, revenue distribution, license purchases, and financial trends. We do not just collect this data—we analyze and operationalize it. Our advanced analysis focuses on the outcomes of citizen journeys, with predictive capabilities targeting an optimal portal design to ensure the paths taken by citizens are informative and lead to the desired outcomes. We also bring predictive process analysis tools to support an ongoing review of the citizen experience, highlighting new paths or issues for operational review as emerging trends present themselves.

Documented Performance: Maximus currently operates 52 websites for state clients, and Adobe Analytics is integrated into all of them.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [4.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [4.1].

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b. Value Add Items - Category 5 – Social Listening

d **Value Added Item #1:** Customized Analytics and Data Science Support

How will this add value? The addition of dedicated data science and operational analysis roles supports timely and complete delivery of customizations critical to the specific needs of the State. Prior experience has illustrated that program-specific findings are regularly identified post deployment, and each may involve specific analysis and interpretation beyond the topic monitoring and operational reporting of the core platform. Maximus provides professional services beyond product/platform support capable of operationalizing findings and developing platform tools for the specific ongoing benefit of the State.

Documented Performance: This is currently being performed for both CDPH and DHCS. We use professional service resources to interpret and evaluate state-specific findings and operationalize results. Specific examples include detailed analysis and program consulting to improve IVR queue design particular to the CA DHCS program because of their social listening findings.

These in-depth analyses have resulted in the inactive management of thousands of calls through effective messaging and agent queue prioritization, and the resulting improvement of agent response to support critical and emerging trends as a result of the core platform findings**.**

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [8.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [8.1].

Value Added Item #2: Bias Monitoring

How will this add value? The addition of bias monitoring tools to the social listening platform is a meaningful enhancement to measure the performance of each machine learning model itself in accurately representing real citizen engagement patterns, as well as if the data used to measure social listening themes is faithfully describing the population we are looking to represent. Under-representation in data is a key issue in machine learning and AI initiatives. As the breadth of data increases, a lack of experience measured from groups representing critical gender, age range, or nationality could result in a disproportionate impact on the operational actions taken based on model output. Investment in enriching program and population data and monitoring tools such as SageMaker Clarify help make social listening evaluation explainable and representational of the citizen populations in operational use.

Documented Performance: We are currently in discussions with both CDPH and DHCS to receive additional data that includes demographics and process status for the purpose of extending our modeling social listening efforts to include Bias Monitoring and under-representation in targeted vaccine outreach efforts.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [8.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [8.1].

Value Added Item #3: Amazon Comprehend

How will this add value? Many programs develop consistent program or State-specific language relevant to social and interaction themes. The proposed platform, AWS, has tools to capture this information and catalogue the words, context, and metadata relevant to the program throughout the analytics process. Amazon Comprehend is built to manage and track language and concepts so that program specific context is not lost through the analysis workflow. The service can identify critical elements in data, including references to language, people, and places, and the text files can be categorized by relevant topics. This data is carried through the analysis process and is also available via reporting and business intelligence tools, ensuring that as users review words, phrases, and topics that additional program context is linked and available directly in the business intelligence tools as well.

Documented Performance: Maximus uses Amazon Comprehend tools to enhance the interpretation of clinical documentation, confirming that critical drug and diagnosis information is consistently tagged following document optical content recognition (OCR). This has led to an increase in service accuracy, but also a reduction in document processing time for clinical staff as all key terms are highlighted and searchable in the evaluation process.

Cost Impact (%): Pertinent ROI details for Maximus' proposal can be found in the Price Proposal Section [8.1].

Schedule Impact (%): Pertinent Schedule Impact details for Maximus' proposal can be found in the Price Proposal Section [8.1].

c. Value Add Solutions That Involve Third-Party Software Solutions

Contractor must be the original software publisher of the solutions offered within its Awarded Scope. Contractor may nonetheless submit value added solutions that involve third-party software solutions. As Contractor chooses to offer third-party software solutions as part of its value-added offerings any third-party end user licensing agreements (distributed with such software) are included in this Master Agreement through Attachment E.

The third party end user license agreements will be at the discretion of each Participating State or Participating Entity to review, negotiate and/or utilize these documents within their Participating Addendum. Purchasing Entities that acquire third-party software solutions shall be subject to the end user licensing agreements distributed with such software, unless otherwise stated in a Participating Addendum or as negotiated between the Purchasing Entity and third-party software provider.

III. Service Approach.

A. Service Approach – Category 1 – Platform Management

The Maximus Rapid Innovation and Development Methodology (RIDM) is our proven approach to delivering high-quality services and solutions that meet or exceed the needs and requirements of our state government partners. Our RIDM process emphasizes deep collaboration with our clients and a citizen-centric approach to design. We work with our clients to define citizen personas, journeys, and experiences and then define and prioritize what needs to be configured to align with citizen needs. The RIDM process is anchored by Design Thinking, Lean Startup, and Agile practices, all of which give us the ability to adjust, adapt, and respond to changes in priority so each client's unique needs determine the appropriate delivery path.

RIDM has been successfully used in a variety of Maximus projects, including our DXHub implementation for Cover Virginia. That same flexible model has also been leveraged with other state clients across different sectors, in large-scale implementations as well as smaller, more targeted innovation projects. In all our engagements, the client is involved and supplies input at each stage of the process.

Maximus has a deep and knowledgeable team of Agile delivery experts, with a significant number of certifications spread across Agile disciplines. From SAFe Agilists to Certified Scrum

Masters and Certified Product Owners (see *Exhibit D.4-3: Maximus Digital Certifications)*, we bring a team of industry-recognized leaders who can execute on your unique requirements. As seen in *Exhibit D.4-1: Agile-Aligned Implementation Approach* below, our RIDM process enables us to continually learn, refine and execute on our client's priorities using the latest in Agile practices and tools. We recognize that each project is unique, and our RIDM model can scale and adapt to support even the largest, most complex digital transformation efforts.

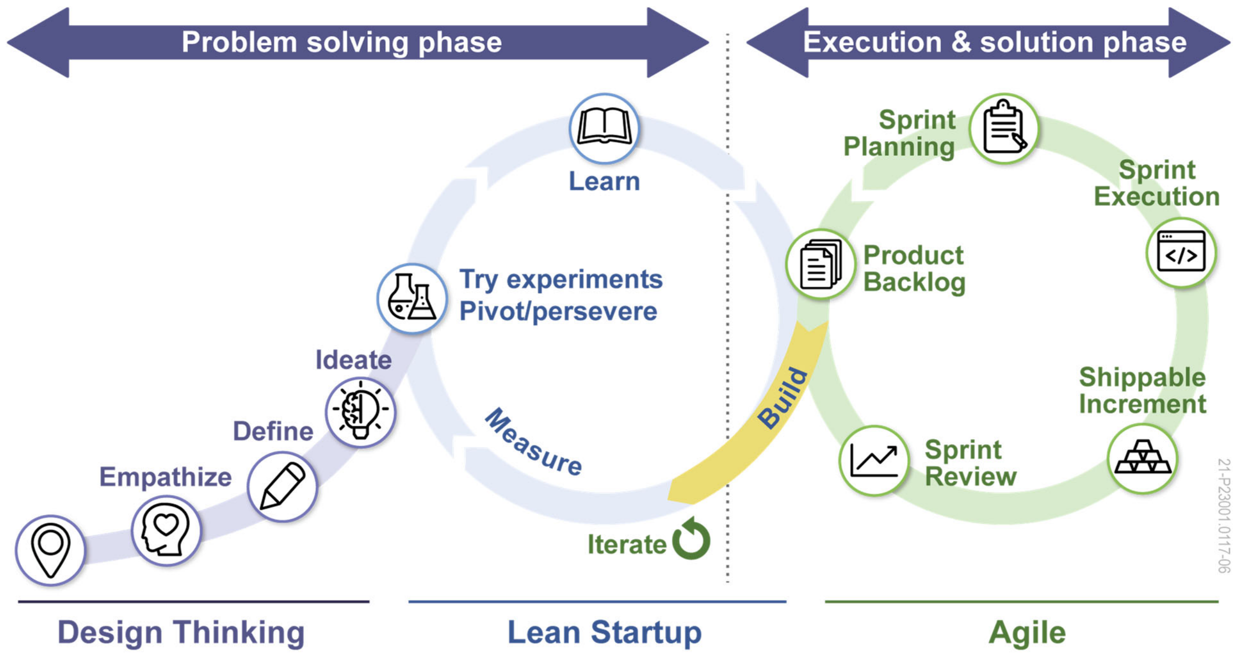

Exhibit D.4-1: Agile-Aligned Implementation Approach. *Maximus' team of experts will support a transparent and seamless implementation.*

For a DXHub implementation which relies primarily on configuring components of the core platform, we first engage with the State for a rapid design phase, with a focus on creating detailed user stories and a roadmap to guide delivery of the platform. The Lean Startup cycle will follow, where the Maximus team will partner with State project team members to build prototypes that provide the State with a sense of the product and experiences to be delivered. We also use Lean Startup to further refine our user stories and understanding of the DXHub configuration effort needed.

The goal of Lean Startup is to validate our design against requirements and common constraints such as cost and time so that the Maximus team is ready to execute all requirements during the configuration stage of the DXHub delivery.

With continued strong collaboration between Maximus and the State's team, the RIDM process will guide us through the Agile delivery phases. Beginning with Product Backlog and Grooming, we will continually review and confirm delivery priorities and adjust where needed, keeping the State's objectives at the forefront of the project. At the beginning of each delivery increment (sprint), typically two to three weeks in length, Maximus will partner with the State project team to confirm scope to be configured during that sprint. At the end of each sprint, a demonstration of the delivered scope will be provided to the State's project team to allow them to see the progress made towards the DXHub implementation and validate that the scope delivered meets their expectations of quality and experience.

A unique component of our RIDM process is the Design Thinking cycle, as seen in *Exhibit D.4-2: Design Thinking Process*, Design Thinking provides a significant advantage to our State partners as we deliver websites, mobile applications, and other front-end citizen services. Using industry-recognized certified Design Thinking practitioners, we facilitate workshops with the State project team to explore a broad array of solutions to tackle and resolve your most impactful business challenges. By applying the most creative thinking, we can help you ideate through different solutions until we reach an ideal outcome.

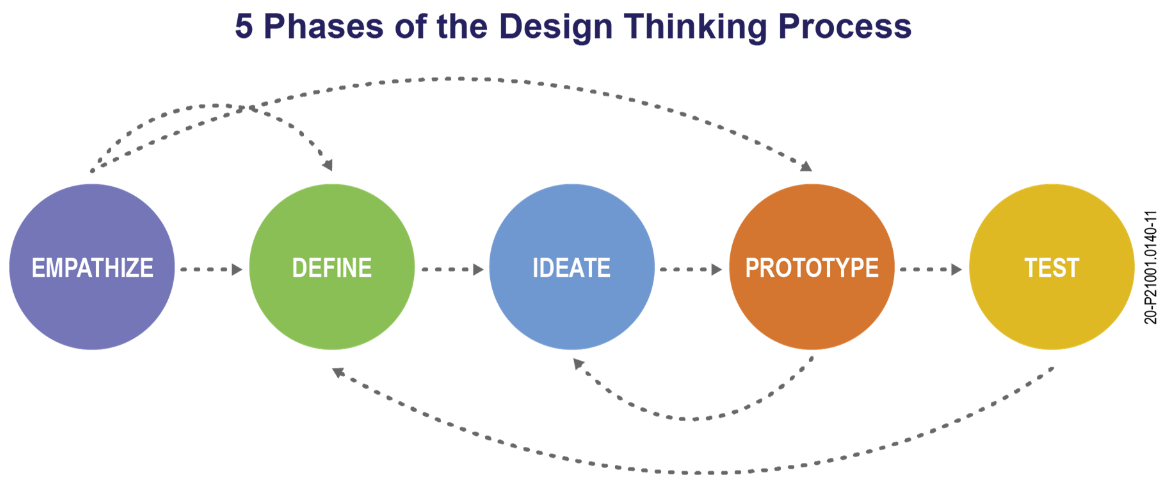

Exhibit D.4-2: Design Thinking Process. *Maximus' Design Thinking sessions are part of our collaborative process we will implement with the State to develop website content, features, and applications.*

B. Service Approach – Category 5 – Social Listening

The primary value of the Maximus social listening solution is that it provides actionable insights that otherwise might have gone unnoticed. Our approach is grounded in and executed by our digital experience industry experts, machine learning experts, and domain subject matter experts (SMEs) who provide the State the benefit of knowledge and lessons learned deploying similar solutions for other citizens. Maximus approaches each project using our proven, user-centered Rapid Innovation and Development Methodology (RIDM). Our digital experience industry experts, domain SMEs, and thought leaders use RIDM to rapidly ideate, design, prototype, and deploy innovative digital solutions in close collaboration with our clients. We will use this approach to fulfill the State's requirements by deploying and operating an effective social listening software solution within the established project constraints of cost, time, resources, quality, and expectations. The outcome of our approach is rapid implementation (typically one to two weeks) of an operational social listening platform that allows State entities to understand the voice of the citizen across all input channels such as email, web forms, chatbot, social media, and inbound calls. Our approach reveals insights that drive proactive citizen engagement and experience improvement. Making sense of the complexity inherent in any citizen that engages with an organization through various channels, such as email, social media, or a call center, requires professionals who truly know how to wield such tools. Our expert strategists understand the possibilities of such tools—and their limitations. Our approach engages those experts in close collaboration with State users of this service to enable State users to make sense of the information and gain insight so that effective actions can be taken. To that end, our approach delivers extensive analytics capabilities, including dashboards, to effectively identify issues, satisfaction, and needs.

Exhibit D.4-1: Chronological Roadmap of Major Activities and Tasks depicts a chronological roadmap of the major activities, tasks, and delivery milestones we execute in our RIDM approach to deploy and operate the Social Listening software solution.

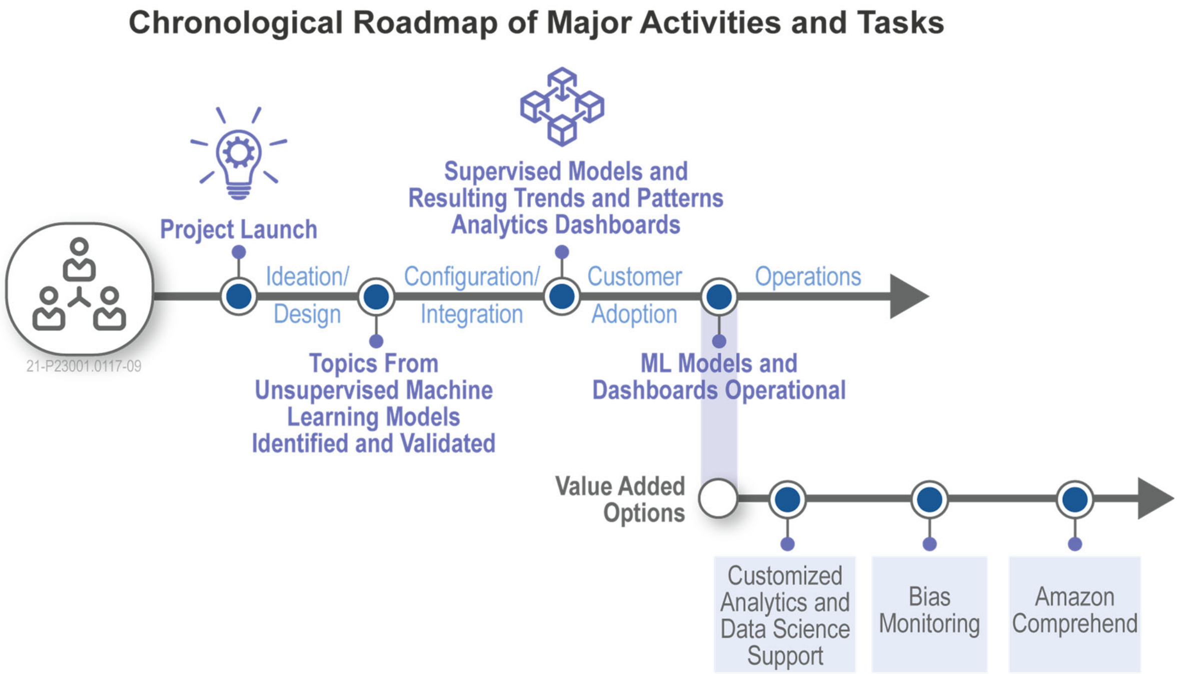

Exhibit D.4-1: Chronological Roadmap of Major Activities and Tasks. *Our approach provides accelerated implementation of a robust social listening solution providing valuable voice of the citizen insights as a force multiplier of State personnel performance results.*

The following is a brief overview of the major activities and tasks we perform during each phase depicted in the roadmap:

1. **Ideation/Design Phase** activities and tasks are State client focused, not IT-focused. These activities are led by our machine learning and social listening SMEs who bring extensive experience operationalizing Social Listening solutions. During this phase, we meet with the

State representatives to understand the program goals and outcomes that are being targeted, specifically related to social listening. Our focus is on understanding what is important to them and the business outcomes they want our social listening tool to achieve. Examples include: focus on risk reduction, improving the citizen experience, and program agility/responsiveness, among others. Together with our State clients, we prioritize what gets implemented and when.

2. **Configuration/Integration Phase** activities include configuring the software, connecting to State-selected social channels, launching the data collection pipelines to collect data from multiple channels into an integrated platform for analysis, and running unsupervised machine learning models to expose potentially relevant topics within the data. We then collaborate with State designated SMEs and decision authorities to review and refine the topics based on their feedback. Our approach is different from our competitors because we rapidly identify meaningful operational patterns inherent in the data itself – whereas others usually start with supervised data, requiring intensive, up-front state representative participation. The results include configurations for 1) reporting and trending of known, relevant topics; 2) identification of emerging trends that do not fall into those topics; and 3) refresh of unsupervised methods – in the background continually adding new words against baseline. This phase also includes development of the analytics dashboards which State stakeholders will use to monitor results and to track trends and customer insights gleaned from the machine learning across the complete set of social channels in scope of the project.
3. **Customer Adoption Phase** activities include user acceptance testing as well as outreach and training activities and tasks to ensure the State designated personnel understand how to access and use the dashboards. We teach them how to review and refine topics driving the social listening services. These activities help clients become comfortable providing feedback, to indicate topics they want focused on or added to the models.
4. **Operations Phase** activities include help desk and ongoing operation of the machine learning services and adding or removing social channels and data inputs into the omni-channel social listening pipeline. We provide daily output to state clients and continuously watch and report on future relevant topics via ongoing topic mining services and update the baseline as required. During this phase, we also address emerging client needs for additional project specific analyses.

Throughout our history working with state governments, Maximus has continually driven innovation and digital transformation. As a result, we bring a wealth of industry knowledge. We have developed and used our RIDM approach to deliver successful social listening solutions that combine cloud-native data integration capabilities with an integrated view of data across all channels. Our robust machine learning services at scale provide relevant and timely insights about citizen's needs. The primary value in a social listening solution is that it provides trends that can be better analyzed and addressed that otherwise may have gone unnoticed. Our approach is executed by our digital industry experts, machine learning experts, and domain SMEs who provide each State the benefit of knowledge and lessons learned deploying similar solutions for other clients. These experts are industry thought leaders who guide and work collaboratively and iteratively with State representatives to translate their needs and to deliver value early, thereby reducing project risks. The benefits to States include rapid time to market delivery and ongoing support of social listening capabilities that address State-specific requirements and provide a high degree of responsiveness and flexibility to accommodate changes and evolving State needs quickly and cost-effectively at low-risk.

IV. Service Assumptions

A. Service Assumptions – Category 1 – Platform Management

Maximus is confident in our track record and ability to rapidly configure and deliver our DXHub platform management solution to meet the State's requirements. Our industry-recognized team of thought leaders and practitioners will use our RIDM process and work closely and collaboratively with the State to support high-quality delivery. *Exhibit D.4-3: Maximus Digital Certifications,* below, represents a sampling of the industry certifications that our highly experienced and knowledgeable Maximus team has achieved, enabling each project to receive the level of innovative thinking and rigorous project management needed to drive success.

Exhibit D.4-3: Maximus Digital Certifications. *The Maximus team is comprised of a group of industry experts, as represented by this sampling of certifications.*

In preparing this proposal, Maximus has made the following assumptions about our engagement and partnership with the State:

- The State will designate an executive sponsor and/or governance group of stakeholders who are authorized to make decisions regarding the configuration and delivery of the DXHub platform. These stakeholders will be responsible for prioritizing scope and facilitating coordination with State subject matter experts throughout the delivery process.
- The State will partner with Maximus to define detailed scope and establish an appropriate project timeline and schedule to guide a successful delivery.
- The State will designate and ensure timely (as defined in the established project plan timeline) and active participation of state representatives during all aspects of the RIDM process and Agile delivery.
- The State will provide Maximus project team members with timely access (in accordance with the established project plan timeline) to information and/or subject matter experts regarding state systems that Maximus will integrate with the DXHub platform.

- The State will provide Maximus with access to State's existing systems and data that are critical and relevant to configuration and delivery of the DXHub platform.

The above assumptions are based on, and reinforce, our philosophy that close, active engagement and collaboration between the State and Maximus is essential to the successful delivery of DXHub.

Additionally, Maximus will use and follow Project Management Institute (PMI) best practices and methods across the project phases. These methods provide a consistent framework for the DXHub configuration and deployment but allow for flexibility and scalability as it changes or evolves over time. Our project management lifecycle is consistent with Project Management Body of Knowledge (PMBOK) and shown in *Exhibit D.4-4: PMBOK Lifecycle*.

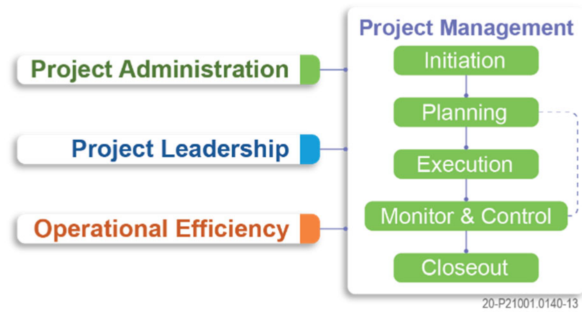

Exhibit D.4-4: PMBOK Lifecycle. *Maximus follows the PMBOK Project Management Lifecycle for implementation through the life of the project for consistency and thoroughness.*

- **Initiation:** During initiation, we begin building relationships with project stakeholders and partners, which also includes clarifying project standards and expectations. The project kickoff meeting also occurs during this time, where stakeholders are assembled to be introduced to the team, communicate a common understanding of the project goals, and learn about the project governance.
- **Planning:** During planning, we develop the detailed plans for managing communication, risk, resources, and the schedule, among other plans. We use templates and drafts that have been successfully implemented and refined across project implementations.
- **Execution:** We begin by validating the known requirements with particular focus on creating a shared understanding and identifying gaps. We move on to the design of the configurations necessary to the State to meet the requirements.
- **Monitor & Control:** With an effort as large as this, it is essential to incorporate rigorous monitoring and effective control mechanisms. We use analytical tools to evaluate progress on the schedule, including a schedule performance index. We use a Risks, Action items, Issues, and Decisions (RAID) Log to capture relevant information about the implementation. We conduct status meetings and develop reports to capture progress.
- **Closeout:** Closeout will occur after implementation is complete. It is important to close out the implementation as a formal activity in which we document lessons learned, transition resources, and transition into the operational phase.

B. Service Assumptions – Category 5 – Social Listening

Maximus is confident in our ability to ensure rapid implementation and effective operation of our social listening software solution to fulfill State's requirements based on our proven track record of success and our outstanding team of thought leaders, data scientists, machine learning experts, and digital experience experts. Drawing from that strong base of expertise and experience executing our RIDM approach, Maximus has made the following assumptions in preparing this proposal:

1. The State will designate an executive sponsor and/or a governance group of stakeholders who are authorized to make decisions regarding the execution of this service. These authorities will prioritize tasks and facilitate coordination with State participants throughout this process.
2. The State will partner with Maximus to define detailed scope and establish an appropriate project timeline and schedule to guide a successful delivery.
3. The State will designate and ensure timely (as defined in the established project plan timeline) and active participation of state representatives in design sessions, use case definition, prototypes, user acceptance testing, topic review and feedback, and training to ensure no delays in project delivery schedules.
4. The State will provide Maximus project personnel credentials to the data we do not own and that is required to develop best fit machine learning models and analytical insights.
5. The State will address quality and performance data issues in a timely manner.
6. State personnel will be willing to evaluate and approve social listening topics that we generate and be regularly available to provide guidance and feedback on emerging trends as Machine Learning models reveal results and trends.
7. The State will provide Maximus access to State's existing systems and data relevant to and within the scope of delivery of the social listening software solution.

In summary, the above assumptions reinforce our philosophy that active engagement and collaboration with our customers is essential to successful achievement of the State's requirements and desired outcomes for platform management solution foundational to mature digital experience. We bring expert and experienced thought leadership in Machine Learning (ML) and Social Listening and confidence that that these assumptions are valid and relevant.

V. Roles, Responsibilities, & Exceptions

Pending completion of project-specific business requirements, Maximus will provide a comprehensive list of roles and responsibilities needed to successfully deliver the defined scope. The roles will be delineated between the State and Maximus and engagement presented in a RACI format, ensuring that all stakeholders have a complete and thorough understanding of their project involvement.

A. Roles, Responsibilities, & Expectations – Category 1 – Platform Management

Maximus' extensive experience with large-scale DXHub and other platform and citizen-facing projects has enabled us to define and refine a project delivery methodology with collaboration at the center. Early on in our RIDM cycle, we will solidify a set of roles and responsibilities between Maximus and the State that will govern and drive how we operate during the delivery process. Those roles will be carefully crafted to ensure that expectations are clearly defined, which will enable efficient and smooth project startup and execution.

Each project is different and will have its own unique set of roles and responsibilities, but there are several commonalities that we find across most project deliveries. Below is a sampling of the most common roles and responsibilities:

- **State-designated executive sponsor**: This individual should be authorized and responsible for making decisions regarding all aspects of the delivery of DXHub – scope, requirements, schedule, budget, expectations. The sponsor is also responsible for prioritizing tasks, designating state personnel to participate in the project, and facilitating coordination with State participants throughout the lifecycle of the platform.
- **State-designated business subject matter experts**: These individuals are knowledgeable about business goals and objectives, and are responsible for participating in design sessions, user story definition and prioritization, prototypes, user training, and user acceptance testing. These may include agency directors, functional leaders, and business analysts.
- **State-designated IT subject matter experts**: These individuals are knowledgeable about the systems and data sources with which DXHub must integrate. These resources can provide technical and functional expertise and documentation about those systems and data sources and maybe include database administrators, system administrators, and developers.

As we stated above, this is a representative sampling of the most common roles that we anticipate a State needing to define and staff during a DXHub configuration and delivery project. Specific project requirements can and likely will influence the roles that are required and the associated responsibilities for each. During the initial project scoping exercise, we will work closely with the State to complete a full list of roles and responsibilities that are critical to project success.

B. Roles, Responsibilities, & Expectations – Category 2 – Social Listening

Based on our experience delivering successful digital experience solutions to State customers, Maximus understands that effective communication of expectations and well-defined responsibilities we have of the State or State personnel in the execution of this service are essential for success. Our RIDM methodology approach that we will use to deliver this service includes a customer charter and responsibility matrix that clearly defines recommended State roles and responsibilities. This charter has proven effective in previous successful engagements because it clearly spells out expectations to each State customer, eliminates potential confusion and related delays, and enables efficient and smooth project start up and execution. The following is a summary of the expectations and responsibilities we have of the State and State personnel:

1. **State-designated executive sponsor**: This individual should be authorized and responsible for making decisions regarding all aspects of the execution of this service – scope, requirements, schedule, budget, expectations. The sponsor is also responsible for prioritizing tasks, designating state personnel to participate in the project, and facilitating coordination with State participants throughout the life cycle of this service.
2. **State representative(s) from business line stakeholder organizations**: These individuals review the topics resulting from unsupervised learning models and assessing relevance and monitor the output from operationalizing the supervised machine learning models. There are three primary categories of representatives we expect to engage with:
   - Operational SMEs – review and provide ongoing feedback on relevant topics to drive social listening machine learning models.
   - Program SMEs – responsible for receiving and providing feedback on programmatically viable insights gleaned from social listening.
   - Analytics SMEs – review and refine the dashboard and analytics for relevance and ease of use.
3. **State Information Technology personnel governing access rights for connections to source systems and social media data channels**: These individuals are responsible for providing the appropriate access rights and credentials to Maximus data engineers and architects to the source systems.

Maximus brings a wealth of expertise and experience collaborating with State personnel and has codified key roles and responsibilities we expect State personnel to fulfill for successful execution of this service in our RIDM methodology. Each State will benefit from the clarity and comprehensive nature of our charter and responsibility matrix documenting these expectations, roles, and responsibilities in detail. Benefits include clarity of expectations, enhanced confidence in the delivery team and approach by State participants, and reduced risk of project delays.

VI. Risk Management Plan

Risks are highly specific to defined projects and project scope. Accordingly, risks will be identified, tracked and mitigated based on documented business requirements and agreed upon timelines. Risks will be regularly reviewed and discussed with the client and key stakeholders and mitigation strategies will be developed to minimize impact on the overall project. Maximus closely adheres to PMBOK Risk Management methodology, and those principles will guide our risk approach on future Platform Management and Social Listening projects.

A. Risk Management Plan - Category 1 – Platform Management

Risk #1 Description: Challenges in integrating with State systems and data are often due to the following: a) older technology solutions on the State side; and b) the delivery of data in question, which frequently comes directly from multiple sub-vendors upstream.

Solution: Informed by experience, Maximus assumes no direct API integration into partner systems. We routinely address this via automated ingestion of multiple daily files, frequently from multiple vendors per project. We currently use file ingestion in the majority of our State projects.

Documented Performance with Solution to Risk #1: Over 75 percent of our integrations currently use file ingestion to mitigate integration risk.

Risk #2 Description: If the project scope requires collection of Protected Health Information (PHI) and/or Personally Identifiable Information (PII) data, there is risk of a security breach.

Solution: Storing and using PHI and PII is a requirement in many of our state government projects. We have robust controls in place to mitigate the risk associated with PHI and PII. These controls exist throughout our technology stack, including in DXHub, balanced by the ways in which we handle data from an operations standpoint. All file transmissions are secure and encrypted, and data is encrypted at rest and in transit. In addition, systems access to data is tightly controlled through user credentialing and access control.

Documented Performance with Solution to Risk #2: Maximus takes privacy seriously and we pride ourselves on our mature privacy position, instituting appropriate privacy controls and educational processes into our projects to ensure that our resources treat the data entrusted to us with the utmost diligence. Each year, Maximus handles hundreds of thousands of phone calls and pieces of mail and each year our breach rate is significantly less than 1 percent of citizen contacts. If an incident does occur, it is handled immediately following Maximus' privacy policy and response as defined by law and/or our contracts with state governments. Incidents are used to continuously refine and improve processes and our continuous improvement process has driven down the incident rate year over year.

Risk #3 Description: State needs evolve over time and may not be fully captured during the RFP/scope negotiation period.

Solution: Maximus has been working with state government agencies for 45 years, and we have a wealth of experience to draw from to help plan and account for the various unknowns in project scope. Our DXHub platform and the numerous websites and mobile applications that we have delivered to State clients allow for rapid configuration, demonstration, and adjustment to meet client requirements. The Maximus Rapid Innovation and Development Methodology (RIDM) is built on Agile practices and anchored around tight collaboration with the State to help map detailed citizen stories and prioritize them according to what is most critical to the client.

Documented Performance with Solution to Risk #3: Maximus has configured and deployed DXHub, websites, and mobile apps to a wide range of unique state government projects using our proven project management and delivery methodologies. Recently, our RIDM process helped drive a successful configuration and deployment of DXHub and a mobile-responsive website in Cover Virginia through integration with State and Maximus-owned systems.

Additionally, DXHub in Cover Virginia is providing a flexible and extensible platform through which Maximus and the State are partnering on soon-to-be-released mobile applications.

B. Risk Management Plan – Category 5 – Social Listening

Risk #1 Description: Lack of access to data is a risk. If we do not have access to the required channels (for example, social media), there is a risk that the social listening results will be incomplete or skewed.

Solution: We mitigate the risk by leveraging the channels that are accessible to us and coordinating with the client to gain access to all the required channels. This step is a key component of our implementation plan, and while specific techniques vary per source, the data engineering step is critical to ensuring that data for machine learning is available and high-quality.

Documented Performance with Solution to Risk #1: In all cases where channel data access is limited, the Maximus team has assisted State and business system staff in completing the systems analysis and development necessary to access data in the analytics workflow.

Risk #2 Description: Machine learning model development has inherent risks in the development and measurable prediction of results. Program understanding and feature identification play a significant role in the viability of model results, further complicated by both the strength of the patterns native in the population and the breadth of the data itself. In some cases, machine learning development requires additional labor and expense to label data for accurate model development.

Solution: The Maximus approach to data and model development focuses on unsupervised methods, which reduce the complexity of model development with known algorithms for pattern recognition without the need for data labeling. Using unsupervised methods to identify features from the available data reduces program risk and forms the basis for ongoing feature identification with predictable results.

Documented Performance with Solution to Risk #2: Maximus currently supports unsupervised methods as a key component of all projects using the Maximus social listening solution. For each project, this has ensured that model results are produced regularly, and data labeling costs have not been incurred by projects.

VII. Deliverables

Project deliverables will be defined based on the scope of a Platform Management or Social Listening implementation. Maximus understands that participating states will have unique requirements and needs, and we will partner closely with the client to define appropriate deliverables based on project scope and requirements. Metrics and key performance indicators will also be developed in partnership with the client, based on their goals and objectives for the project.

VIII. Financial Summary

Billing will be conducted monthly based on actual hours worked for all engaged resources, and invoices will be due net 30.

IX. Contractor Contact List

Kelli Williams, Vice President of Business Development, will be the primary Maximus resource supporting this overarching contract. During a defined project engagement, additional resources will be allocated, and their associated contact details will be provided to the project's stakeholders.

Kelli Williams

kellijwilliams@maximus.com

720-614-2233

-- END OF ATTACHMENT B --

AR3758 - Maximus US Services

Category 1 - Paltform Management

Line Item	Role Details	Hourly Rate	Monthly Fixed
Project Manager	Executive lead with responsibility for overall project delivery, ongoing operations and client relationship	$ 210.39	
Developer	Writes the code needed to fulfill system requirements. Conducts code reviews with peer developers or the development manager.	$ 184.40	
Development Manager	Oversees the team of Developers and ensures they follow technical design, development, and quality standards.	$ 204.51	
Software Engineer	Writes the code needed to fulfill system requirements often as part of paired development with a Developer resource.	$ 169.46	
Process Architect	Interacts with client agency resources to define future state technology requirements, documents those requirements, and interfaces with technical staff (such as developers) to ensure delivered code meets requirements.	$ 163.00	
Tester	After code is unit tested by the developer, that code is compiled into a test environment and, using a number of techniques and tools, the tester ensures the delivered code meets requirements.	$ 199.81	
Analyst	Collaborates with client agency resources to understand and develop user stories and requirements, drive out business processes and workflows and bridge the gap between agency and Maximus project teams	$ 143.80	
SME	Subject matter experts provide deep industry, technical or functional knowledge to help solve project challenges and drive solutioning	$ 127.23	
Project Lead	Directs day-to-day project activities, tracks milestones and risks, and provides regular status to stakeholders	$ 180.18	
Licenses & Hosting			$ $6680.08

AR3758 - Maximus US Services
Category 5 - Social Listening

Line Item	Role/Service Details	Hourly Rate	Per Interaction Rate
Operations Analysis	The operations analysis role provides a direct analytical connection to program staff, interpreting ML/NLP model results, and interpreting findings for operational use. This role has experience with current operational processes, and has also contributed to interation analysis by developing the target topics to measure and track meaningful themes found from the interaction analysis.	$ 127.49	
Data Science	The data science resources develop and implement the analytical models used in the Maximus Social Listening solution. These analysts ensure the ongoing quality and utility of ML/NLP results through testing and continual review of model performance and bias factors that negatively impact operational use. These staff partner with Operations Analysis roles on any custom model needs and may also design specific solutions to target areas of operational interest specific to a particular program.	$ 165.86	
Project Lead	The project lead role coordinates Social Listening activities with program leaders and ensures that analysis objectives are clear and that project efforts are continually evaluated and governed in line with changing (and data driven) program priorities.	$ 180.18	
Social Listening Interactions	This interaction cost includes the AWS service costs, as well as the staffing support necessary for program and analysis management. AWS costs include transcription, data storage, analytical processing, analysis services, and BI/visualization tools to share results for program and operations analyst staff use.		$ 1.64