



Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation

7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia

11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	97
Description of Contract Change – Provide a brief description of contract change	Adds Contact Center Services.
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none">• Appendix 13 to Schedule 3.3 (Other Services SOW)• Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach)• Schedule 10.1 (Fees)

This is Amendment No. 97 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 97"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 97, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 97 shall have the meanings assigned to them in the Agreement. Amendment No. 97 is effective as of September 1, 2013.

1. In Appendix 13 to Schedule 3.3 (Other Services SOW), a new section is added as follows.

“Statement of Work for Contact Center Service

Vendor will install, configure, support, and maintain a virtual contact center for Vendor’s UCaaS Service in accordance with the technical approach (hereinafter, the “Contact Center Service” and abbreviated as “CCS”). CCS is an optional service available to any Eligible Customer receiving Vendor’s UCaaS Services, located within a Verizon rate center, and with at least five End-Users (agents or supervisors). CCS includes interactive voice response (IVR), automatic call distribution (ACD), call tracking and management functionality, additional functionality for supervisors, call recording capabilities, and Eligible Customer-initiated contact center reporting features. The functionality for supervisors includes a user interface where an Eligible Customer-designated supervisor can manage certain call handling settings and perform certain call flow edits. CCS does not include toll-free service or any costs associated with toll-free telephone numbers.

CCS must be requested by an Eligible Customer through the Work Request process. The Fees for CCS include one-time and recurring Fees. The one-time Fees include a set up fee for the contact center and for each agent and supervisor assigned to the contact center. The recurring Fees comprise Resource Unit Fees for each agent, each supervisor, each port for queuing, recording for each agent and each supervisor with call recording capability, incremental storage for recordings, and usage Fees. The CCS Usage Fees are assessed for each published telephone number associated with the CCS. Such Fees will be charged for each minute of connectivity beginning when the call is accepted by an agent or supervisor and ending when the call is terminated.

Vendor will provide up to ten hours of on-site, instructor-led training to the Eligible Customer’s contact center staff and supervisors as part of the initial CCS implementation. Following the initial implementation, changes to CCS, such as changes to the IVR, ACD, the number of agents or supervisors, queue flow, call recording, or call recording storage, must be requested by the Eligible Customer through the Work Request process. On-going End-User support will be provided through the VCCC. The table below identifies the roles and responsibilities that Vendor and VITA will perform with respect to CCS.

CCS Roles and Responsibilities

CCS Roles and Responsibilities	Vendor	VITA
1. Procure CCS service from Verizon.	X	
2. Provide detailed requirements for CCS through the Work Request process.		X
3. Validate Eligible Customer requirements for CCS design and features, and implement CCS as specified in a Work Request.	X	

CCS Roles and Responsibilities	Vendor	VITA
4. Provide up to ten hours of on-site instructor-led training to End-Users for new CCS implementations.	X	
5. Ensure calls containing sensitive personal information are not recorded or such recordings are deleted from CCS remote storage.		X
6. Provide detailed requirements for changes to CCS, such as changes to the IVR, ACD, the number of agents or supervisors, queue flow, call recording, or call recording storage through the Work Request process.		X
7. Complete changes to CCS as specified in a Work Request.	X	
8. Ensure that End-Users comply with the CCS acceptable use policy set forth in the technical approach.		X

The table below identifies the Service Levels that apply to CCS.

Service Levels for CCS

Type	Service Level Agreement
Incident Resolution	Priority 3 – Other Locations
Response Time	Customer Contact Response Time
Incident Resolution	First Contact Resolution
Incident Resolution	Incident Closure Notice (e-mail/phone)”

2. In Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach), a new section is added as follows.

“Technical Approach for Contact Center Service

CCS uses Verizon’s “Virtual Contact Center” commercial service. Verizon’s service will be performed from outside of the geographic boundaries of the Commonwealth of Virginia. As of the date of Amendment No. 97, the Verizon service relies only on datacenters within the United States; specifically, there are two dedicated connections – one in Los Angeles, California and one in Dallas, Texas and Verizon performs all network management activity in Los Angeles and Salt Lake City, Utah. Vendor will utilize the Commonwealth’s existing network infrastructure and the Eligible Customer’s existing UCaaS connection to connect to Verizon’s service. The connection between the Verizon-hosted service and the Eligible Customer’s CCS deployment will be a secured HTTPS connection.

Vendor will provide up to eight hours of support for each new CCS setup, during such time Vendor will utilize Verizon’s install process to gather the Eligible Customer-specific requirements and to define Eligible Customer-specific portions of CCS. The Eligible Customer may request that Vendor complete activities and customization beyond the initial eight hours through the Work Request process, which work will be priced separately in accordance with the Agreement.

The CCS IVR system will route calls by caller-initiated touch tone or speech recognition. Caller telephony-information (CTI) will be displayed on agent screens to identify the caller’s number and other information as provided by the local carrier. The CCS ACD will distribute calls to queues and announce approximate wait times to callers in the call flow queue. During the initial CCS setup, Vendor will provide customized message capability for announcements and will set the hold queue size for waiting callers based on the Eligible Customer-specified requirements

provided to Vendor. The number of queue ports purchased by an Eligible Customer determines the total number of callers that can be in queue at any given time. If the Eligible Customer purchases ten ports, for example, then up to ten calls can be in a queue when all agents are busy and each additional call over the tenth will not be connected and will instead encounter a fast busy. Each Eligible Customer is responsible for determining the aggregate routing option for the contact center calls, which can be either agent-based or schedule-based.

CCS includes remote storage for call recordings, which will be stored on Verizon's service in California and Texas. The default allocation for remote storage will be 1GB per each agent or supervisor that the Eligible Customer designates as eligible to initiate call recording. The Eligible Customer may request additional remote storage in 1GB increments per agent or supervisor through the Work Request process, which will be priced separately in accordance with the Agreement. The Eligible Customer may configure CCS to record calls manually as initiated (ad hoc) by an agent or supervisor, or automatically as a percentage of all calls received within the pool of available agents and supervisors who have been designated as eligible to record calls. Because Verizon's remote storage does not encrypt personal information about individuals, such sensitive personal information should not be recorded and should not be stored within Verizon's remote storage. CCS agents will have the ability to stop recording while sensitive personal information is discussed or to delete any recording which may contain sensitive personal information in its entirety. Data is deleted when a call ages out; it is deleted and the space that the call used to exist within is then overwritten by newer incoming calls. Data storage area is overwritten by random data. If a set number of passes is required, such development may be requested through the Work Request process, which work will be priced separately in accordance with the Agreement.

Vendor will provide Verizon's standard service reporting capabilities through a secure web portal maintained by Verizon. Vendor will also have access to such Verizon reports to validate one-time and recurring Resource Unit counts, and such data will be used to support the Commonwealth's one-time and monthly invoicing requirements. Verizon's "Virtual Contact Center" has a daily maintenance window between 2AM and 6AM EST, during which time the service may be taken off-line. When Vendor receives notice from Verizon that CCS will be unavailable during a maintenance window, Vendor will communicate such planned outage to the affected Eligible Customers.

Verizon may change its "Virtual Contact Center" service upon 90 days notice to Vendor. Upon notification by Verizon of a change in the service, Vendor will assess for service impact and as required, communicate and coordinate with VITA. Vendor and VITA will address changes to the CCS SOW in accordance with Section 27.5 of the Agreement.

The Commonwealth shall ensure that every CCS End-User is informed of the following acceptable use policy before such End-User is given access to CCS: those that access the "Virtual Contact Center" service may not use such service (a) in a way prohibited by law, regulation, governmental order, or decree; to violate the rights of others; (b) to use the service to try to gain unauthorized access to or disrupt any service, data, account, or network by any means; (c) to falsify any protocol or email header information (e.g., "spoofing"); (d) to spam or distribute malware; in a way that could harm the service or impair anyone else's use of it; or (e) for any high risk use (where failure or fault of the online service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

Verizon’s “Virtual Contact Center” service is not compliant with Section 508 of the Rehabilitation Act (29 U.S.C. 794d); however, such service has the following features: font sizes can be changed to improve readability; voice whisper skills as well as zip tone can be used to pre announce calls to agents; information can be “popped” on the marquee for the agent to read, similar to chat; certain applications can be integrated with the agent, to allow for the passing of information on to the agents’ desktop application via CTI integrations; visual queues are available to help indicate agent and call states; and tools like text readers may be capable of reading documentation. In addition, Verizon’s subcontractor completes a SOC2 Type II report, which validates the effectiveness of the operating controls for the service.”

- 3. In Schedule 10.1, Fees, a new Section 5.3.15 is added as follows.

“5.3.15 Fees for Contact Center Service

For each month after the effective date of Amendment No. 97 during which Vendor provides the Contact Center Service, Vendor shall apply a credit against Vendor’s invoice equal to the product of 0.0913 multiplied by the total Agent and Supervisor Resource Unit Fees incurred during the prior month as a result of migrations to CCS only for those Eligible Customers and up to the specific quantities listed in the chart below.

Eligible Customer	Agents	Supervisors
DGS	9	5
VDH (Maywill)	12	5
VDH (Madison)	37	12
DCJS	8	4
DSS	17	3
VDACS	4	
DCR	26	
DHP (0222)	44	
DHP (0223)	37	
DGS	3	
DMBE	16	
Total	213	29”

- 4. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units) the following rows of new text are inserted at the end of the “Other Services” Section (the header row is shown for context only).

Other Services	Unit	Definition
CCS Implementation (one-time)	Each CCS implemented	Each CCS implemented in accordance with the CCS Service.
CCS Activation (one-time)	Each agent and each supervisor activated	Each agent and supervisor activated within CCS.
CCS Agent (recurring)	Each agent	Monthly recurring for each agent activated and registered within CCS.
CCS Supervisor (recurring)	Each supervisor	Monthly recurring for each supervisor activated and registered within the CCS.
CCS Ports (recurring)	Each port	Monthly recurring for each port reserved as a call queue.

Other Services	Unit	Definition
CCS Call Recording (recurring)	Each agent and each supervisor designated to have recording capability	Monthly recurring for each agent and supervisor designated to initiate call recordings; includes 1GB of remote storage per agent/supervisor.
CCS Additional Remote Storage	Per Gbyte	Each additional GB of remote storage for call recording per agent or supervisor per month; in 1GB increments only.
CCS Usage Fee	Per minute	Total number of minutes as reported by Verizon's service each month.

5. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines) the following rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
CCS Implementation (one-time)	Each CCS implemented
CCS Activation (one-time)	Each agent and each supervisor activated
CCS Agent (recurring)	Each agent
CCS Supervisor (recurring)	Each supervisor
CCS Ports (recurring)	Each port
CCS Call Recording (recurring)	Each agent and each supervisor designated to have recording capability
CCS Additional Remote Storage	Per Gbyte
CCS Usage Fee	Per minute

Year 8 Truncated	Year 8 Stub	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A

6. In Attachment 10.1.5-A to Schedule 10.1 (Post-Transition Phase Fees - Fixed Recurring Fees and Baseline Resource Unit Rates by Service Tower) the following rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
CCS Implementation (one-time)	Each CCS implemented
CCS Activation (one-time)	Each agent and each supervisor activated
CCS Agent (recurring)	Each agent
CCS Supervisor (recurring)	Each supervisor

Other Services	Unit
CCS Ports (recurring)	Each port
CCS Call Recording (recurring)	Each agent and each supervisor designated to have recording capability
CCS Additional Remote Storage	Per Gbyte
CCS Usage Fee	Per minute

Year 8 Truncated	Year 8 Stub	Year 9	Year 10	Year 11	Year 12	Year 13
7,965.10	7,965.10	7,965.10	7,965.10	7,965.10	7,965.10	7,965.10
19.64	19.64	19.64	19.64	19.64	19.64	19.64
185.32	185.32	185.32	185.32	185.32	185.32	185.32
194.45	194.45	194.45	194.45	194.45	194.45	194.45
70.62	70.62	70.62	70.62	70.62	70.62	70.62
12.75	12.75	12.75	12.75	12.75	12.75	12.75
17.66	17.66	17.66	17.66	17.66	17.66	17.66
0.0252	0.0252	0.0252	0.0252	0.0252	0.0252	0.0252

7. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower) the following rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
CCS Implementation (one-time)	Each CCS implemented
CCS Activation (one-time)	Each agent and each supervisor activated
CCS Agent (recurring)	Each agent
CCS Supervisor (recurring)	Each supervisor
CCS Ports (recurring)	Each port
CCS Call Recording (recurring)	Each agent and each supervisor designated to have recording capability
CCS Additional Remote Storage	Per Gbyte
CCS Usage Fee	Per minute

Year 8 Truncated	Year 8 Stub	Year 9	Year 10	Year 11	Year 12	Year 13
7,965.10	7,965.10	7,965.10	7,965.10	7,965.10	7,965.10	7,965.10
19.64	19.64	19.64	19.64	19.64	19.64	19.64
185.32	185.32	185.32	185.32	185.32	185.32	185.32
194.45	194.45	194.45	194.45	194.45	194.45	194.45
70.62	70.62	70.62	70.62	70.62	70.62	70.62
12.75	12.75	12.75	12.75	12.75	12.75	12.75
17.66	17.66	17.66	17.66	17.66	17.66	17.66
0.0252	0.0252	0.0252	0.0252	0.0252	0.0252	0.0252

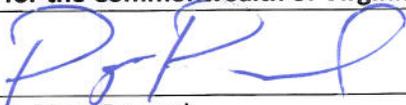
8. In Attachment 10.1.8 to Schedule 10.1 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates by Service Tower) the following rows of new text are inserted at the end of the "Other

Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
CCS Implementation (one-time)	Each CCS implemented
CCS Activation (one-time)	Each agent and each supervisor activated
CCS Agent (recurring)	Each agent
CCS Supervisor (recurring)	Each supervisor
CCS Ports (recurring)	Each port
CCS Call Recording (recurring)	Each agent and each supervisor designated to have recording capability
CCS Additional Remote Storage	Per Gbyte
CCS Usage Fee	Per minute

Year 8 Truncated	Year 8 Stub	Year 9	Year 10	Year 11	Year 12	Year 13
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Parties have executed this Amendment No. 97 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Perry Pascual	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: 1/31/2014	Date: January 23, 2014