

**EXHIBIT A-1
Statement of Work Template**

**STATEMENT OF WORK FOR A MILESTONE, DELIVERABLE OR SERVICE-BASED PROJECT
BETWEEN
Mississippi State Department of Health (MSDH) WIC Program
AND
GUIDESOFT, INC., d/b/a Knowledge Services
AND
NTT DATA State Health Consulting, LLC. (formerly Cognosante' Consulting, LLC)**

Authorization for work performed pursuant to this Statement of Work "SOW" is granted under the terms of the Master Consulting Services Agreement between GuideSoft, Inc. d/b/a Knowledge Services and Mississippi Department of Information Technology Services.

INTRODUCTION: Ref. Page 4, Section 1 – Request for Project Services

The Mississippi State Department of Health (MSDH) WIC Program acquired services from an organization or individual interested in performing Vendor Management Consultant activities during the Electronic Benefits Transfer (EBT or eWIC) implementation phase for the state of Mississippi. The Vendor Management Consultant will assist with the transition from a direct distribution system of food delivery to a retail eWIC system of food delivery.

SCOPE OF WORK: Ref. Page 6, Section 3 – Request for Project Services

The Mississippi State Department of Health (MSDH) WIC Program is soliciting proposals for Vendor Management services during the implementation of Electronic Benefit Transfer (EBT), also known as eWIC, for its federally funded Supplemental Nutrition Program for Infants Women and Children (WIC).

The goal of the eWIC project is to successfully implement technology to issue and redeem WIC benefits electronically, eliminating the issuance of paper WIC vouchers. The eWIC project will include the establishment of the Vendor Management Unit.

The Contractor will be required to assist the Vendor Management team with developing policies and procedures, drafting and reviewing documentation of pertinent procedures, collecting and analyzing needed data, and be on-site when the performance of duties and responsibilities require on-site assessment and assistance. To ensure all goals are met, the Contractor will report directly to the eWIC Vendor Manager.

PERIOD OF PERFORMANCE: Ref. Page 4, Section 1, Table 1 – Request for Project Services

MSDH WIC Program Projected WIC EBT (eWIC) Implementation Timeline – *Estimation only*

Project Milestone	Projected Date/Timeframe
Project Start Date	February 2019
User Acceptance Testing (UAT)	May 2019 to June 2019
Pilot	August 2019 to November 2019
Staggered Rollout	January 2020 to March 2020
Implementation project closure	April 2020 to June 2020

Revised: Name change

PLACE OF PERFORMANCE: Ref. Page 8, Roles & Responsibilities – Request for Project Services

Contractor must be on-site for required meetings, trainings and data collection to include but not limited to project kick-off, staff trainings, vendor trainings, etc.

On-site Location:
805 South Wheatley
Atrium-WIC Suite-150
Ridgeland, MS 39157
601-991-6000 (Atrium-WIC)

MILESTONES: Ref. Page 10 – Request for Project Services

Project Name:	Vendor Management Services	Posting ID#:	53453
Project Start Date:	February 2019	Estimated Project End Date:	June 2020 – est.
Milestone/Deliverable or Services Description			Cost
1.1 Master Work Plan			\$6,597.00
1.2 Master Work Schedule			\$6,597.00
1.3 Report of Peer Group (PG) Structure Methodology			\$19,279.00
1.4 Report of methodology for NTE's and MARLs			\$19,279.00
1.5 Plan for Peer Group Structure assessment			\$19,279.00
1.6 Competitive Price Report Methodology			\$19,279.00
1.7 Methodology for Cost Neutrality Assessment			\$19,279.00
1.8 Plan for participant access			\$19,279.00
1.9 Training materials for MSDH WIC staff trainings			\$38,936.00
1.10 Four Training sessions provided for MSDH WIC staff			\$21,392.00
1.11 Training materials for retail vendors			\$42,530.00
1.12 Twenty one training sessions provided for retail vendors			\$93,259.00
Total Project Cost			\$ 324,985.00

A change order will be required for any modifications to the project (including project scope/project cost). The change order must be created by Knowledge Services, based on the approved change order justification received by VENDOR (approved by AGENCY). The change order must be signed by AGENCY, VENDOR, and Knowledge Services prior to the vendor receiving clearance to move forward with the requested changes.

ACCEPTANCE CRITERIA

Milestones/Deliverables Requirements:

- 1) The format of all Milestones/Deliverables, such as plans, assessments, reports, or otherwise as specified herein shall be provided in Microsoft (MS) 2010 versions of Word, MS Excel, or MS Project formats, as appropriate, or as otherwise specified by MSDH WIC Program.
- 2) Electronic submission of all Milestones/Deliverables shall be acceptable, unless specified otherwise.
- 3) Milestones/Deliverables must be submitted by NTT DATA State Health Consulting, LLC, for approval into the VMS dotStaff upon completion. Email, hand delivery, postal service submittals are considered incomplete.

- 4) All Milestones/Deliverables shall also be submitted to the WIC EBT PM, MSDH WIC Program, as well as directly submitted for approval into the **VMS dotStaff**.
- 5) MSDH WIC Program desires to keep Milestones/Deliverables review and revision cycles to a Minimum; therefore, it is expected that all Milestones/Deliverables will be free of spelling and grammar errors, meet the minimum requirements in this scope of work, and have been reviewed internally before submission for approval into the **VMS dotStaff**, to the WIC EBT PM and MSDH WIC Program.
- 6) NTT DATA State Health Consulting, LLC Work Plan shall incorporate the following intervals relative to the schedule for submission and approval of all Milestones/Deliverables:
 - a. MSDH WIC Program will have not less than ten (10) business days in which to provide comments/corrections on all draft Milestones/Deliverables provided by NTT DATA State Health Consulting, LLC. MSDH WIC Program may elect to extend a review period by an additional ten (10) business days for review of complex or extensive documents.
 - b. In the event MSDH WIC notifies NTT DATA State Health Consulting, LLC of deficiencies; NTT DATA State Health Consulting, LLC shall make necessary correction within five (5) working days unless MSDH WIC consents in writing to a longer period of time.
 - c. MSDH WIC Program will have not less than five (5) working days in which to approve all final Milestones/Deliverables.
- 7) Unless explicitly stated otherwise, the schedule for all Milestones/Deliverables shall be as reflected in the latest version of the approved NTT DATA State Health Consulting, LLC Work Plan.
- 8) Several Milestones/Deliverables may be used to communicate project status to FNS, if requested. NTT DATA State Health Consulting, LLC must ensure that Milestones/Deliverables are in compliance with FNS 901 Handbook and other FNS guidelines and standards.
- 9) NTT DATA State Health Consulting, LLC will have a maximum of two (2) opportunities to submit an acceptable deliverable. If after two (2) attempts, MSDH WIC deems the corrected Milestones/Deliverables as not acceptable MSDH WIC reserves the right to terminate the SOW contract with NTT DATA State Health Consulting, LLC and payment for the unacceptable Milestones/Deliverables will not be authorized.

Project Deliverables & Expectation:

- 1) The Project must use a deliverables-based approach to determine phase progress and completion. MSDH WIC and NTT DATA State Health Consulting, LLC shall establish specific expectations for deliverables using the Deliverables Expectation Document (DED) process described below. All deliverables must be reviewed and approved using this process. Any work done by NTT DATA State Health Consulting, LLC that does not follow this process risks not being accepted or compensated by MSDH WIC.
- 2) The Project Management Plan (PMP), developed by NTT DATA State Health Consulting, LLC and approved by MSDH WIC, shall further detail the processes, roles and templates to be used in the Deliverables Expectations Documents (DEDs) and deliverable approval process.

Deliverables Expectations Documents (DEDs):

- 1) NTT DATA State Health Consulting, LLC must develop DEDs, in an approved MSDH WIC format, and Project deliverables must adhere to the information within the DED. NTT DATA State Health Consulting, LLC must not perform any work on any deliverable until the DED has been approved in writing by MSDH WIC.
- 2) NTT DATA State Health Consulting, LLC must use a standard template for all DEDs that will include at least the following:
 - The purpose and a description of the deliverable
 - An outline/table of contents for the deliverable including a description of the anticipated content
 - Identify the reviewers and approvers of the deliverable
 - Acceptance criteria
 - Define the approach to managing changes to the deliverable after the deliverable is approved

- 3) Interim steps NTT DATA State Health Consulting, LLC must perform and work products NTT DATA State Health Consulting, LLC must provide in completing the deliverable, so MSDH WIC feedback can be incorporated early in the process and reduce the risk of delays when the final deliverable is produced.
- 4) As each Project deliverable is submitted, NTT DATA State Health Consulting, LLC must include a copy of the previously approved DED.

Controlled Correspondence:

- 1) To track and document requests for decisions and/or information, and the subsequent response to those requests, MSDH WIC and NTT DATA State Health Consulting, LLC shall use Controlled Correspondence.
- 2) Each Controlled Correspondence document must be signed by MSDH WIC Systems Manager (or designee) and NTT DATA State Health Consulting, LLC Project Manager (or designee). No Controlled Correspondence document shall be effective until the signatures of both are attached to the document.
- 3) The Controlled Correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled Correspondence must be used to document the cost impacts of proposed changes, but Controlled Correspondence shall not be used to change pricing.
- 4) Controlled Correspondence must not be the basis of a claim for equitable adjustment of pricing. Any changes that involve a change in pricing must be by a Purchase Order Change Notice.
- 5) Controlled Correspondence documents must be maintained by both parties in ongoing logs and must become part of the weekly status reporting process.

Deliverable Acceptance:

- 1) All NTT DATA State Health Consulting, LLC deliverables must be reviewed by MSDH WIC before final approval, acceptance, and payment. Where appropriate, NTT DATA State Health Consulting, LLC must perform a walkthrough of a draft version of the deliverable with all appropriate MSDH WIC staff and solicit feedback before submitting the Deliverable for approval.
- 2) Acceptance of all NTT DATA State Health Consulting, LLC deliverables must be completed via a Deliverables Acceptance Document (DAD) in a format approved by MSDH WIC and drafted for each deliverable by NTT DATA State Health Consulting, LLC.
- 3) Review time must depend on the complexity of the deliverables. MSDH WIC will have adequate time to complete its review of the deliverable, particularly when more than one deliverable is under review concurrently. MSDH WIC will accept or reject the deliverables in writing using Controlled Correspondence and the DAD. In the event of the rejection of any deliverable, NTT DATA State Health Consulting, LLC must be notified in writing via Controlled Correspondence, giving the specific reason(s) for rejection. Unless agreed by MSDH WIC due to the complexity of the deliverable, NTT DATA State Health Consulting, LLC shall have five (5) working days to correct the rejected deliverable and return it to MSDH WIC via Controlled Correspondence. Failure by MSDH WIC to complete activities within the timeframes noted does NOT constitute acceptance, approval or completion unless otherwise agreed upon by MSDH WIC and NTT DATA State Health Consulting, LLC.

OTHER REQUIREMENTS

The Request for Project Services released as Job Posting #53453 and NTT DATA State Health Consulting, LLC Proposal in response to the Request for Project Services Job Posting #53453 are hereby incorporated into and made a part of this Statement of Work.

LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Customer. In the event of a delay as described herein, Vendor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of \$100.00 per deliverable per day for each calendar day of delay caused by Vendor up to an aggregate cap of five thousand dollars

(\$5,000.00) per deliverable. Customer may offset amounts due it as liquidated damages against any monies due Vendor under this Agreement.

Customer will notify Vendor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Vendor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer. Notwithstanding the forgoing, in no event shall Vendor be subject to liquidated damages or any other form of liability if a delay in the submission of deliverables or their acceptance is the result of, or is contributed to by, the acts or omissions of the State, its employees, or its other Vendors, consultants, or agents or a force majeure event.

LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Vendor's liability shall not exceed the total amount paid by Customer to Vendor under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will Vendor be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Vendor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Vendor. The language contained herein tending to limit the liability of the Vendor will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Vendor is precluded from relying on any contractual damages limitation language within this Agreement where the Vendor acts fraudulently or in bad faith.

LITIGATION REIMBURSEMENT

If Vendor is requested by State to produce Vendor deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, then State and Vendor shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Vendor's response and related to the reasonable fees of Vendor in responding.

FORCE MAJEURE

Neither Customer nor Vendor will be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay is caused by acts or events beyond its reasonable control, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes, or other natural disasters, war, riots or strikes. Both parties will make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause diligently pursue performance of their respective obligations under this Agreement.

COMPLIANCE WITH LAW

Contractor shall comply with USDA Federal Nutrition Service Handbook 901 (January 2017), Section A11 Federal Procurement Clauses, herein listed for convenience.

A11. Federal Procurement Clauses

A11.1 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II)

A11.2 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

A11.3 Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

A11.4 Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

A11.5 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

A11.6 Royalty Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

- (a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
- (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

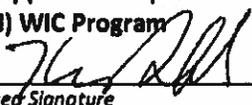
A11.7 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”

For the faithful performance of the terms of this Statement of Work, the parties hereto have caused this Statement of Work to be executed by their undersigned authorized representatives.

**Mississippi State Department of Health
(MSDH) WIC Program**


Authorized Signature

Thomas Dobbs, MD, MPH
Printed Name

State Health Officer
Title

Date

6/10/19

Guidesoft Inc., d/b/a Knowledge Services

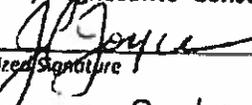

Authorized Signature

Doreen DeLancy
Printed Name

Program Manager
Title

May 31, 2019
Date

**NTT DATA State Health Consulting, LLC.
(formerly Cognosante' Consulting, LLC)**


Authorized Signature

JAMES P JOYCE
Printed Name

Senior Vice President
Title

May 31, 2019
Date

Guidesoft Inc., d/b/a Knowledge Services - Legal


Authorized Signature

Katie Belange
Printed Name

Corporate Counsel
Title

Jun 10, 2019
Date