

## EXHIBIT A-2

### Statement of Work Template

Original ☐ Amended ☒

### STATEMENT OF WORK FOR IT CONTINGENT WORKERS BETWEEN STATE OF MISSISSIPPI, Division of Medicaid AND GUIDESOFT, INC., d/b/a KNOWLEDGE SERVICES

11/20/2025

Jill Chasant  
Mississippi Division of Medicaid  
550 High St. Suite 1000 Jackson, MS 39201

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.

- **Knowledge Services Posting Number:** 111628
- **IT Contingent Worker Name:** Chris Smith
- **Vendor Name:** Willow Healthcare Consulting LLC
- **Position Title:** Consultant
- **Regular Hourly Bill Rate:** \$167.99
- **OT Hourly Bill Rate** *(if applicable):* \$167.99
- **Original Number of Hours to be worked:** 5,520
- **Amendment 1: Number of hours to be worked:** 4,160 (Increased hours by 240 per FY = 2,080 hours per FY)
- **Amendment 2: Number of hours to be worked:** Click or tap here to enter text.
- **Amendment 3: Number of hours to be worked:** Click or tap here to enter text.
- **Original Total Cost of SOW:** *(Not to exceed)* \$927,304.80
- **Amendment 1: Total Cost of SOW:** *(Not to exceed)* \$698,838.40 (\$349,419.20 per FY)
- **Amendment 2: Total Cost of SOW:** *(Not to exceed)* Click or tap here to enter text.
- **Amendment 3: Total Cost of SOW:** *(Not to exceed)* Click or tap here to enter text.
- **Start Date of Service:** 1/5/2023
- **Original End Date of Service:** 1/5/2026
- **Amendment 1: End Date of Service:** 1/5/2028
- **Amendment 2: End Date of Service:** Click or tap to enter a date.
- **Amendment 3: End Date of Service:** Click or tap to enter a date.
- **Work Location:** 550 High St. Suite 1000  
Jackson, MS 39201

Vendor hereby acknowledges and agrees that Vendor's Contingent Worker (Contingent Worker) to perform under this SOW is based on that Contingent Worker's skill and expertise to efficiently supplement DOM staffing needs. As such, Vendor hereby agrees to prioritize all job duties enumerated within this SOW as the Contingent Worker's primary employment obligation. In response to this SOW and prior to DOM's acceptance and approval of Contingent Worker, Vendor shall provide DOM advance written notice disclosing any outside work that Contingent Worker is currently performing and/or intends to perform for clients other than DOM during the active term of this SOW. DOM shall review Vendor's notice of Contingent Worker's outside work to screen for conflicts of interest and provide a written response indicating DOM's approval or disapproval of the outside work.

In the event of DOM's disapproval of Contingent Worker's outside work, the Purchase Order and/or SOW under which the Contingent Worker is retained for service shall be subject to termination pursuant to Article 13 of the Knowledge Services Master Agreement if Vendor elects to assign Contingent Worker to perform the outside work.

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 Division of Medicaid**

Cindy Bradshaw  
Authorized Signature

Cindy Bradshaw  
Printed Name

Executive Director  
Title

11/26/2025 | 9:47:45 AM CST  
Date

**GuideSoft Inc., d/b/a Knowledge Services**

Katie Belange  
Authorized Signature

Katie Belange  
Printed Name

Corporate Counsel  
Title

11/24/2025  
Date

**Vendor: Willow Healthcare**

Chris Smith  
Authorized Signature

Christopher L. Smith  
Printed Name

CEO  
Title

11/25/2025 | 9:25:34 AM CST  
Date