

EXHIBIT A-2

Statement of Work Template

Original Amended

**STATEMENT OF WORK FOR IT CONTINGENT WORKERS
BETWEEN
STATE OF MISSISSIPPI, MISSISSIPPI STATE UNIVERSITY
AND
GUIDESOFT, INC., d/b/a KNOWLEDGE SERVICES**

1/28/2020

Pam Stafford
Mississippi State University
103 Russell St.
Starkville, MS, 39759

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:** 68297
- **IT Contingent Worker Name:** Joey Cutchins
- **Vendor Name:** Red Salsa Technologies
- **Position Title:** .Net Developer/Programmer
- **Regular Hourly Bill Rate:** \$66.00
- **OT Hourly Bill Rate (if applicable):** \$66.00
- **Original Number of Hours to be worked:** 40
- **Amended Number of Hours to be worked:** Click or tap here to enter text.
- **Original Total Cost of SOW: (Not to exceed)** \$2,640
- **Amended Total Cost of SOW: (Not to exceed)** Click or tap here to enter text.
- **Start Date of Service:** ASAP
- **Original End Date of Service:** 2/21/2020
- **Amended End Date of Service:** Click or tap to enter a date.
- **Work Location:** Remote

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 Department of MSU Research and Curriculum Unit

Authorized Signature

Printed Name

Don Buffum
Director of Procurement & Contracts

Title

Date

2/6/2020

GuideSoft Inc., d/b/a Knowledge Services

Katherine Griffith-Hill

Authorized Signature

Katherine Griffith-Hill

Printed Name

Program Specialist

Title

1/28/2020

Date

- 021293



Memorandum

To: ITS Customers in Need of IT Consulting Services
From: Craig P. Orgeron, Ph. D.
Date: March 9, 2018 (*updated* January 24, 2019)
Re: Managed Service Provider Program Instructions for Use

1. Managed Service Provider Program

A Managed Service Provider (MSP) can be described as a company that takes on primary responsibility for managing an organization's contingent workforce program. Under the MSP model, the MSP carries the primary responsibility for over-seeing all consulting services engagement requirements from candidate selection to compliance and reporting. The MSP becomes the point of contact for agencies utilizing the program.

2. Procurement Background

- 2.1 ITS and Guidesoft, Inc. dba Knowledge Services entered into a Master Consulting Services Agreement on June 21, 2017, for the provision of a Managed Services Provider Program (MSP) to supply contingent information technology (IT) staff for the State of Mississippi.
- 2.2 General RFP No. 3850 was issued to establish a vendor pool to be used for the acquisition of Information Systems Consulting Services. ITS will continue to maintain the General RFP No. 3850 Vendor pool. Any Vendors solicited by Knowledge Services or wishing to participate in the MSP will respond to the ITS General RFP No. 3850 for evaluation by ITS.
- 2.3 Procurement requests for consulting services will no longer be sent to ITS. The MSP is replacing the ITS Letter of Configuration (LOC) process that was previously used to obtain resources for consulting services. The MSP becomes the point of contact for any Mississippi entity utilizing the program, with ITS providing contract management and program oversight.
- 2.4 The MSP will encourage competition and add value in areas of contingent worker and milestone, deliverable and/or service based statement of work (SOW) procurements.

2.5 *Effective Dates*

2.5.1 The Managed Services Provider Master Agreement has a three-year term, being valid from June 21, 2017 until June 20, 2020, or until revised or replaced.

2.5.2 A Statement of Work can be renewed for a three (3) year term; however, no rate increases are allowed.

2.6 *Who May Use*

2.6.1 The program may be used by any government entity in the State of Mississippi. Any entity using this award, including those not under ITS purview, must follow this Instructions for Use Memorandum.

3. **Vendor Information**

3.1 Requests for resources will be made directly to Knowledge Services through the contact information below.

Knowledge Services	ITS
Doreen DeLancy Office: 601-300-3781 Mobile: 207-395-6516 Email: Doreend@KnowledgeServices.com	Jeanette Crawford Office: 601-432-8179 Fax: 601-713-6380 Email: Jeanette.Crawford@its.ms.gov
Knowledge Services Support Team msmsp@KnowledgeServices.com	

4. Selection of Resources

Knowledge Services will work with each Mississippi government entity in the selection of resources:

- 4.1. Define requirements and solicit responses from the General RFP Vendor pool
 - 4.1.1 Government entity should identify Mandatory and Preferred Skills.
 - 4.1.2 Government entity must use open and competitive specifications.
- 4.2 Review qualifications
 - 4.2.1 Knowledge Services will make recommendations based on qualifications of submitted candidates.
 - 4.2.1 Government entity will choose how many resumes to review and which candidates to interview, documenting details for their purchase file.
 - 4.2.2 Government entity will score individual candidates and keep details for their purchase file.
- 4.3 Interviews
 - 4.3.1 Knowledge Services will coordinate the scheduling of interviews.
 - 4.3.1 Government entity is responsible for conducting interviews.
- 4.4 Select the lowest and best responding vendor
- 4.5 Execute a Statement of Work (SOW)
 - 4.5.1 A template for the SOW is attached to the master contract executed between the State and Knowledge Services.
 - 4.5.2 ITS will post a copy of the signed SOW on the ITS website.

5. Mississippi's Accountability System for the Government Information and Collaboration (MAGIC)

- 5.1 State agency customers are required to purchase through Mississippi's Accountability System for the Government Information and Collaboration (MAGIC). These customers will need the contract number and a NIGP code to complete their purchase. The following information will be used for purchasing services using the Managed Services Provider Program.

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MAGIC Information for MSP Contract	
Magic Contract Number	8500000460
Supplier Number	3102023941
NIGP Code	91871
NIGP Code Description	IT Professional Fees: Outside Vendor

5.1.1 Reference RFP No. 3850 – IT Consulting Services General RFP on your purchase order.

5.1.1.1 Attach a copy of the resulting Statement of Work (SOW) to the purchase order in MAGIC.

- 5.2 Knowledge Services will invoice Mississippi government entities directly and they will pay Knowledge Services. Knowledge Services will then pay the vendor(s) providing the IT consulting services.
- 5.3 ITS will upload a copy of the signed SOW as an attachment to the Magic Contract.

6. What Goes in Your Purchase File

- 6.1 A copy of this memorandum
- 6.2 A copy of the SOW from Knowledge Service
- 6.3 A copy of the purchase order
- 6.4 Selection justification documentation
- 6.5 Any additional project-related documentation

7. To report Problems or Request Assistance

- 7.1 If you have any problems with your General RFP No. 3850 request, please do the following:
 - 7.1.1 Notify Knowledge Services of the problem in writing; and
 - 7.1.2 Send a copy to ITS using one of the following methods:
 E-mail: jeanette.crawford@its.ms.gov
 FAX: (601) 713-6380
 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211
- 7.2 If you have any feedback that may help us improve the MSP Program, please contact ITS in writing by e-mail, fax, or mail.

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7.3 If you have questions about using the Managed Services Provider Program, please contact Jeanette Crawford, ISS Process Specialist at (601) 432-8179.

**PROJECT NUMBER 42686
MASTER CONSULTING SERVICES AGREEMENT
BETWEEN
GUIDESOFT, INC. D/B/A KNOWLEDGE SERVICES
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master Consulting Services Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Guidesoft, Inc. d/b/a Knowledge Services, an Indiana corporation having its principal offices at 5875 Castle Creek Parkway, Suite 400, Indianapolis, Indiana 46250 (hereinafter referred to as "Contractor" and/or "Knowledge Services") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

WHEREAS, ITS seeks to retain a Managed Services Provider ("MSP") to supply contingent information technology ("IT") staff for the State of Mississippi;

WHEREAS, the State of Indiana Office of Administration, Procurement Division ("State of Indiana") issued RFP 8-43, an open and competitive procurement that contained language allowing other states to leverage the procurement; and

WHEREAS, Knowledge Services was the awarded vendor from the Indiana procurement;

WHEREAS, ITS has deemed it to be in the best interest of the State to re-use the Indiana procurement for this procurement;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for three (3) years thereafter, or until all warranties provided by Contractor to Customer have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of ITS and Contractor, be renewed for additional terms, the length of which will be agreed upon by the parties. Contractor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 "Contractor" means Guidesoft, Inc., d/b/a Knowledge Services and its successors and assigns.

2.2 "Customer" means, in each instance, the governmental agency, educational institution or

other governing authority of the state of Mississippi who engages Contractor to perform the managed security provider ("MSP") Services pursuant to this Master Agreement, and who shall be bound by the terms and conditions of this Master Agreement.

2.3 "Purchase Order" means the document pursuant to which, among other things, Customer orders the Services from Contractor.

2.4 "Services" means the MSP services specified in this Master Agreement and the services specified in the Statement of Work ("SOW"), if any, for each individual project.

2.5 "Statement of Work" means the document prepared by the Contractor and submitted to the Customer that includes but is not limited to, the objectives, requirements, deliverables, timetable, and costs for the particular project. Templates for the Statement of Work are attached hereto as Exhibit A-1 and Exhibit A-2.

2.6 "Vendor" means contingent staffing and milestone, deliverable or service-based project companies that Contractor contracts with to supply services to Customer.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Master Agreement in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

4.1 Knowledge Services will accept orders from and furnish the Services under this Master Agreement to Customers based on the rates as accepted by the Customer in Knowledge Services' Vendor Management System ("VMS") which shall be accessible by Customer through the internet. A summary of Knowledge Services' resource rate structure is set forth in the attached Exhibit B.

4.2 Rates are inclusive of Knowledge Services' MSP/VMS Fee ("MSP/VMS Fee"), which shall be paid by Vendor. Knowledge Services shall charge Vendor an MSP/VMS Fee in the amount of two percent (2.0%) of each invoice, in addition to a required one percent (1%) Administrative Fee ("Administrative Fee") which shall be remitted directly to ITS by Knowledge Services, for a total of a three percent (3%) Fee of each invoice.

4.3 It is understood by the parties that travel, subsistence and any related project expenses are included in the Vendors' hourly rates. No additional costs will be added to the bi-weekly invoices for such expenses.

4.4 Customer must approve or reject the Vendor's time within ten (10) business days from the date Customer is notified of its entry into the VMS. Time entries that are neither approved nor denied by Customer within ninety (90) calendar days from the date Customer is notified of its entry into the VMS shall be invoiced to Customer who shall remit payment per the terms of Article 6 herein.

4.5 In the case of a dispute as to the milestone, deliverables and/or service-based services or number of hours worked by a Vendor, Knowledge Services shall invoice Customer for the undisputed portion and Customer shall remit payment for such invoice pursuant to the terms of Article 6 herein. The balance shall be billed when the dispute is resolved by Vendor and Customer.

4.6 Knowledge Services shall instruct Vendors to enter all pre-approved, reimbursable expenses into the VMS for payment by Customer, but such expenses shall not have a markup and will not be subject to Knowledge Services fees. Knowledge Services shall make payments to the Vendor within ten (10) business days from receipt of payment from the Customer (excluding national bank holidays), after deducting the 3.0% fee. Vendors shall not submit invoices directly to, nor seek payment directly, from Customer.

ARTICLE 5 ORDERS

5.1 The State does not guarantee that it will procure any certain amount of Services under this Master Agreement.

5.2 When a Customer decides to procure any Services from Contractor, the Customer, after following applicable state procurement rules and regulations, may issue a Purchase Order to Contractor. The Purchase Order shall reference this Master Agreement and shall set forth the Services to be procured; the prices for same; the specific details of the transaction, the Customer's designated contact, and any additional terms and conditions that apply to the specific Purchase Order as agreed to in writing by the parties. Any additional terms and conditions contained in any Purchase Order shall apply solely to the Services being procured therein. All Purchase Orders and Contractor's Statement of Work or other terms and conditions shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Contractor will provide Customer with a Statement of Work for each assignment or project. In the event of a conflict between the other terms and conditions in a Purchase Order or Statement of Work and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The parties agree that the Customer has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the Customer.

ARTICLE 6 METHOD AND TIME OF PAYMENT

6.1 As consideration for the performance of any Purchase Order, Customer shall pay Knowledge Services at prices not to exceed the pricing specified in Knowledge Services' VMS for the actual Services rendered by a Vendor as specified in the applicable Statement of Work. Knowledge Services shall ensure that Vendors keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

6.2 Knowledge Services shall submit invoices and supporting documentation electronically to Customer bi-weekly for any period in which Services are rendered, using the processes and procedures identified by the State. Knowledge Services shall certify that the billing is true and correct. Customer agrees to pay Knowledge Services in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Knowledge Services understands and agrees that Customer is exempt from the payment of taxes. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of Knowledge Services' choice. No payment, including final payment, shall be construed as acceptance of incomplete work, and Knowledge Services and the applicable Vendor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the Article herein titled "Entire Agreement."

6.3 If payment of undisputed amounts is not made to Knowledge Services within forty-five (45) days of Customer's receipt of the invoice, Customer shall be liable to Knowledge Services for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

6.4 Acceptance by Knowledge Services of the last payment from the Customer under a Purchase Order shall operate as a release of all claims against the State by Knowledge Services and any Vendors, subcontractors or other persons supplying labor or materials used in the performance of any work under a Purchase Order.

ARTICLE 7 SCOPE OF SERVICES

7.1 After the Vendors have been approved by ITS, Knowledge Services agrees to administer and manage the process of identifying and acquiring Vendors and/or facilitating milestone, deliverable and/or service-based projects through approved Vendors using its technology partner, the dotStaff™ vendor management tool ("dotStaff" or "VMS"), in accordance with the terms of this Master Agreement; provided that Customer shall make the final selection of any Vendors presented by Knowledge Services.

7.2 Knowledge Services shall manage the ongoing administration of the MSP program, including the contract labor and direct hire sourcing process (review, rank, and filter candidates or proposals) and management of the Vendor network to fulfill both time & materials and milestone, deliverable and/or service-based project requests.

7.3 This Master Agreement provides for services that are primarily for use for milestone, deliverable and/or service-based projects, where there are definitive deliverables and an established end or conclusion to the project.

7.4 Knowledge Services shall provide a Vendor Management System ("VMS") accessible by end users through the internet and residing on a secure server with backup and recovery capabilities.

7.5 The Vendor Management System will accept requirements from the State for both time and labor and milestone, deliverable and/or service-based requests, provide those requirements to Vendors, review, rate and filter the candidates or proposals from Vendors, provide the best candidates and proposals to the State, capture timesheet information, and accurately invoice the State for the Vendors or milestone, deliverable and/or service-based projects by agency and Purchase Order.

7.6 Knowledge Services and any of its affiliates or subsidiaries cannot provide staffing resources requested over the life of the contract.

7.7 Knowledge Services, or the applicable Vendor, is responsible for all of the costs and fees associated with prescreening (background, drug, credit) checks, as defined in Exhibit C.

7.8 Knowledge Services will provide Vendor Management System training for all users. Vendor shall train all Vendor Resource(s) on the VMS.

7.9 Knowledge Services will provide ongoing support for the VMS.

- 7.10 Knowledge Services will provide standard reports.
- 7.11 Knowledge Services will provide a plan to implement the VMS, report progress on the implementation, and identify and resolve issues during the implementation.
- 7.12 Knowledge Services will provide a comprehensive plan to transition all existing staffing Vendors, and current projects and resources to the VMS.
- 7.13 Knowledge Services will facilitate regular contract review meetings to review their performance and service level metrics.
- 7.14 Knowledge Services will assist the State in quantifying cost savings and identify ongoing opportunities for additional savings during the life of the contract.
- 7.15 Knowledge Services will track the performance of Vendors and require that the following service level agreements ("SLAs") are maintained: (a) requisition confirmation response in four (4) hours from request receipt; (b) requisition release to Vendor network within one (1) business day from request receipt; (c) resume submittal response in three (3) business days from request receipt; (d) requisitions complete (filled) within two (2) weeks or less; (e) urgent requests for resume submittal response within forty-eight (48) hours from request receipt; (f) attrition rate of eight percent (8%) or lower; and (g) ninety percent (90%) satisfaction rating by Customer Managers through an annual Customer service survey.
- 7.16 Knowledge Services will provide customer satisfaction survey metrics.
- 7.17 Knowledge Services agrees that all Vendors, as a condition of their participation in the MSP Program with Knowledge Services as outlined in this Master Agreement, shall be an awarded Vendor of ITS Request for Proposal (RFP) No. 3850.
- 7.18 Unless mutually agreed otherwise in a Statement of Work, all Vendor resources provided under this Master Agreement will be required to work 8:00 A.M. to 5:00 P.M. (Central Time) on-site at Customer offices in Mississippi. It is understood that occasionally Vendor resources will be required to work outside of these hours.
- 7.19 In the event a Customer is dissatisfied with the Vendor's assigned staff resource, Knowledge Services and the Vendor will work with the Customer on an immediate replacement for the given resource.

ARTICLE 8 WARRANTIES

- 8.1 Knowledge Services represents and warrants that its Services and those of the Vendors shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Master Agreement.
- 8.2 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of

Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform Services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of the Purchase Order and this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

8.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of any project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in the Purchase Order or this Master Agreement.

8.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Master Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Master Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Master Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Master Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Master Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 9 EMPLOYMENT STATUS

9.1 Knowledge Services and its Vendors shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

9.2 Contractor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Purchase Order. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither

Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

9.3 Any person assigned by Contractor to perform the Services hereunder shall be the employee or subcontractor of Contractor, who shall have the sole right to hire and discharge its employee or subcontractor. Customer may, however, direct Contractor to replace any of its employees or subcontractors performing services under this Master Agreement.

ARTICLE 10 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Knowledge Services and its Vendors will be responsible for the behavior of all their employees and subcontractors while on the premises of any Customer location. Any Knowledge Services or Vendor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Customer's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Knowledge Services and Vendor employees and subcontractors who will be working at such locations to provide Services shall be covered by their comprehensive general liability insurance policy.

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

11.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Knowledge Services represents all Vendors, contractors, third parties, and/or subcontractors Contractor has assembled for any given Customer project. The Customer is required to negotiate only with Knowledge Services, as Knowledge Services' commitments are binding on all proposed Vendors, contractors, third parties, and subcontractors.

11.2 Neither Customer nor Knowledge Services may assign or otherwise transfer the Purchase Order and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Purchase Order and this Master Agreement shall be binding upon the parties' respective successors and assigns.

11.3 Knowledge Services must obtain the written approval of Customer before subcontracting any portion of the Purchase Order and this Master Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in the Purchase Order. All subcontracts shall incorporate the terms of the applicable Purchase Order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

11.4 Knowledge Services represents and warrants that any subcontract agreement Knowledge Services enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that Knowledge Services is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Knowledge Services. Knowledge Services and the Vendors shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of their failure to pay any and all amounts due by them to any subcontractor, materialman, laborer or the like.

11.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Knowledge Services and the Customer, where such dispute

affects the subcontract.

ARTICLE 12 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the Purchase Order/Statement of Work is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the Purchase Order/Statement of Work are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the Purchase Order/Statement of Work and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the Purchase Order/Statement of Work and this Master Agreement. In the event of termination due to unavailability of funds, Knowledge Services shall be entitled to receive just and equitable compensation for satisfactory work completed by Knowledge Services and the applicable Vendor in connection with this Master Agreement and accepted by Customer prior to the date of receipt of notification of termination.

ARTICLE 13 TERMINATION

13.1 Termination Upon Mutual Agreement: A Purchase Order/Statement of Work may be terminated in whole or in part upon the mutual written agreement of Knowledge Services and the Customer.

13.2 Termination Due To Bankruptcy: Should Knowledge Services and/or the applicable Vendor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Customer may, upon the giving of thirty (30) days prior written notice to Knowledge Services, terminate a Purchase Order/Statement of Work and this Master Agreement without the assessment of penalties, solely as between those parties.

13.3 Termination Other Than For Cause: A Customer may terminate a Purchase Order/Statement of Work and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Knowledge Services.

13.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Purchase Order/Statement of Work or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Purchase Order/Statement of Work and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

13.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written notice specifying the effective date thereof to Knowledge Services but any Purchase Order/Statement of Work entered into prior to the termination date of this Master Agreement shall survive the termination of

the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any un-expired Purchase Orders/Statements of Work.

13.6 In the event a Purchase Order/Statement of Work is terminated, Knowledge Services shall be paid for Services completed by Knowledge Services and/or the applicable Vendor and accepted by Customer prior to the termination. Such compensation shall be based upon and shall not exceed the amounts set forth in the particular Purchase Order/Statement of Work.

ARTICLE 14 GOVERNING LAW

This Master Agreement and each Purchase Order/Statement of Work shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Knowledge Services expressly agrees, and shall require the Vendors to agree, that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Knowledge Services or the Vendors. Further, nothing in this Master Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

ARTICLE 15 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 16 SEVERABILITY

If any term or provision of a Purchase Order/Statement of Work or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Purchase Order/Statement of Work or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Customer's purpose for entering into the Purchase Order/Statement of Work can be fully achieved by the remaining portions of the Purchase Order/Statement of Work that have not been severed.

ARTICLE 17 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 18 HOLD HARMLESS

To the fullest extent allowed by law, Knowledge Services and the Vendors shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Knowledge Services, Vendors, and/or their partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Purchase Order/Statement of Work and this Master Agreement.

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Knowledge Services shall notify Customer in writing within five (5) business days of Knowledge Services or the applicable Vendor (upon notification to Knowledge Services) filing bankruptcy,

reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Knowledge Services or Customer by any entity that may result in litigation related in any way to the Purchase Order/Statement of Work or this Master Agreement and/or which may affect Knowledge Services or the applicable Vendor's performance under the Purchase Order/Statement of Work or this Master Agreement. Failure of Knowledge Services to provide such written notice to Customer shall be considered a material breach of this Master Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

Knowledge Services warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Purchase Order/Statement of Work and this Master Agreement.

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Knowledge Services' address for notice is: Ms. Katie Belange, Corporate Counsel, GuideSoft, Inc. dba Knowledge Services, 5875 Castle Creek Parkway North Drive, Suite 400, Indianapolis, IN 46250. Customer's address for notice will be set forth in the applicable Purchase Order/Statement of Work. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

Knowledge Services shall establish and maintain, and shall require the Vendors to establish and maintain, financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Purchase Order/Statement of Work. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, accountants or attorneys, shall have unimpeded, prompt access to the Purchase Order/Statement of Work, this Master Agreement, and to any of Knowledge Services' or the applicable Vendor's proposals, books, documents, papers and/or records that are pertinent to the Purchase Order/Statement of Work and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's, Knowledge Services, or applicable Vendor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the Purchase Order/Statement of Work shall be retained by Knowledge Services for three (3) years from the date of receipt of final payment under this Master Agreement and the Purchase Order/Statement of Work. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 23 INSURANCE

23.1 Knowledge Services and Vendor shall, at its sole cost and expense, procure and maintain in effect at all times throughout the term of this Master Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent:

- (a) commercial general liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Master Agreement, contractual liability coverage with respect to this Master Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
- (b) automobile liability insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
- (c) full statutory coverage for workers' compensation in accordance with applicable state or country law; and
- (d) an umbrella liability policy with limits not less than \$3,000,000.

23.2 All policies of insurance maintained by Knowledge Services will provide that each policy will be primary and any other valid and collectible insurance available to Knowledge Services or Customer will be excess. All deductibles and self-insured retentions will be in a reasonable amount and will be the sole financial responsibility of Knowledge Services, or the applicable Vendor.

23.3 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Knowledge Services are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Knowledge Services under this Master Agreement. Knowledge Services shall require that Vendors that perform or provide any services or goods whatsoever in connection with this Master Agreement are in compliance with the insurance requirements and limits above.

23.4 All policies of insurance shall provide for at least thirty (30) calendar days prior written notice to Knowledge Services and Customer of the cancellation or substantial modification thereof. Said policies and certificates shall include (a) Knowledge Services, its subsidiaries and divisions (including all entities comprising "Knowledge Services" hereunder) and (b) Customer, its subsidiaries and divisions (including all entities comprising Customer) as additional insureds.

23.5 Knowledge Services will furnish ITS with a certificate of insurance evidencing the aforesaid coverage upon execution of this Master Agreement.

ARTICLE 24 DISPUTES

24.1 Should disputes arise with respect to a Purchase Order/Statement of Work or this Master Agreement, Knowledge Services, the applicable Vendor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Knowledge Services and the applicable Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their responsibilities under the Purchase Order/Statement of Work and/or this Master Agreement. Should they fail to continue without delay to perform their responsibilities under the Purchase Order/Statement of Work and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by them or by Customer as a result of such failure to proceed shall be borne by them and they shall make no claim against Customer for such costs.

24.2 If Knowledge Services, the applicable Vendor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute,

then the following procedure shall apply:

A. The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.

B. Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such disputed payments shall not constitute cause for termination or suspension of the Purchase Order/Statement of Work and/or this Master Agreement by Knowledge Services or the applicable Vendor.

C. The Executive Director's decision shall not be a final determination of the parties' rights and obligations under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies available it may have at law or in equity.

ARTICLE 25 COMPLIANCE WITH LAWS

25.1 Knowledge Services, and its Vendors and Vendor resources, shall comply with, and all activities under a Purchase Order and this Master Agreement shall be subject to all Customer policies and procedures, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Knowledge Services and its Vendors shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Purchase Order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

25.2 Knowledge Services represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Knowledge Services represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"). Knowledge Services shall require its Vendors and Vendor resources to comply with same.

ARTICLE 26 CONFLICT OF INTEREST

Knowledge Services shall notify Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Customer's satisfaction, Customer reserves the right to terminate the Purchase Order/Statement of Work and this Master Agreement as to itself only.

ARTICLE 27 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Knowledge Services, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 28 CONFIDENTIAL INFORMATION

28.1 Knowledge Services and the Vendors shall treat all Customer data and information to which they have access by their performance under the Purchase Order/Statement of Work and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Knowledge Services and/or the Vendor receive notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial

process ordering divulgence of such information, they shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Purchase Order/Statement of Work or this Master Agreement and shall continue in full force and effect and shall be binding upon Knowledge Services and its Vendors, agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Purchase Order/Statement of Work or this Master Agreement on behalf of, or under the rights of the Knowledge Services following any termination or completion of the Purchase Order/Statement of Work or this Master Agreement.

28.2 The parties understand and agree that the Purchase Order/Statement of Work and this Master Agreement do not constitute confidential information, and may be reproduced and distributed by the State without notification to Knowledge Services or the Vendors.

ARTICLE 29 EFFECT OF SIGNATURE

Each person signing a Purchase Order/Statement of Work or this Master Agreement represents that he or she has read the Purchase Order/Statement of Work and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Purchase Order/Statement of Work or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Purchase Order/Statement of Work and this Master Agreement shall not be construed or interpreted in favor of or against the State or Knowledge Services on the basis of draftsmanship or preparation hereof.

ARTICLE 30 STATE PROPERTY

Knowledge Services and the Vendors shall be responsible for the proper custody of any Customer-owned property furnished for their use in connection with work performed pursuant to any Purchase Order/Statement of Work. Knowledge Services shall reimburse the Customer for any loss or damage, normal wear and tear excepted, and shall require Vendors to reimburse Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 NEWS RELEASES

News releases pertaining to a Purchase Order/Statement of Work or this Master Agreement or the products, Services, study, data, or project to which it relates will not be made without Customer's prior written approval, and then only in accordance with the explicit written instructions from Customer.

ARTICLE 32 SURVIVAL

Articles 8, 14, 18, 22, 27, 28, 33, 36, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Purchase Order/Statement of Work or this Master Agreement.

ARTICLE 33 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

The Customer shall own all data, source code, files, work papers, documentation, and/or other material, electronic or otherwise, created in connection with work performed under a Purchase Order/Statement of Work, whether completed or in progress, except for: (a) Knowledge Services' or the Vendor's internal administrative and quality assurance files and internal project correspondence; (b) documents, objects or things owned by Knowledge Services or the applicable Vendor and pre-existing the work performed under the Purchase Order/Statement of Work, and (c) documents, objects or things in which Knowledge Services and the applicable Vendor have no right to transfer ownership. As to such documents, objects and things, Knowledge Services and the applicable

Vendor shall convey such right or interest to the extent allowed by law and shall deliver such documents and work papers to Customer upon termination or completion of the Purchase Order/Statement of Work.

ARTICLE 34 ENTIRE AGREEMENT

34.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Knowledge Services or Vendor-furnished software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Purchase Order/Statement of Work is made a part of this Master Agreement as far as the individual Customer is concerned.

34.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Knowledge Services and ITS;
- B. Any Exhibits attached to this Master Agreement, and
- C. The Purchase Order/Statement of Work signed by Customer and Knowledge Services, as applicable.
- D. RFP 8-43; and
- E. Knowledge Services' Proposal in response to RFP 8-43.

34.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Knowledge Services. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Knowledge Services' Proposal in response to RFP 8-43").

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

Knowledge Services certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default. Knowledge Services will ensure that the Vendors provide the same

certification as set forth herein.

ARTICLE 36 NON-SOLICITATION OF EMPLOYEES

Knowledge Services agrees not to employ or to solicit for employment, directly or indirectly, any of Customer's employees until at least one (1) year after the expiration/termination of the Purchase Order/Statement of Work unless mutually agreed to the contrary in writing by the Customer and Knowledge Services and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 37 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Knowledge Services and Customer understand and agree that all Services provided by Knowledge Services and its Vendors under this Master Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Master Agreement and require Knowledge Services to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 38 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

GuideSoft, Inc. d/b/a Knowledge Services

By: 
Authorized Signature

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Julianna M. Bielawski

Title: Executive Director

Title: CEO

Date: 6/2/17

Date: 6/16/17

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

**STATEMENT OF WORK FOR A MILESTONE, DELIVERABLE OR SERVICE-BASED
PROJECT
BETWEEN
INSERT CUSTOMER AGENCY
AND
GUIDESOFT, INC., d/b/a KNOWLEDGE SERVICES
AND
INSERT VENDOR NAME**

INTRODUCTION

(This section should highlight the project's background and what is to be gained by the project.)

SCOPE OF WORK

(This section of the Statement of Work should provide a brief statement of what you expect to accomplish as a result of this scope of work. While specific deliverables and tasks will be presented elsewhere herein, this section should highlight what is and is not included in the scope of the project in broader terms.)

PERIOD OF PERFORMANCE

(This portion of the Statement of Work should define the time period over which the project will occur.)

PLACE OF PERFORMANCE

(This section should describe where the work will be performed by the Vendor. In some cases the Vendor may perform all or some of its work on site at the Customer's location. This is usually dependent on the type of work being performed. It is important to define this in case the Customer requires the Vendor to work at the Customer's site and to clarify any equipment and/or work space that will be provided.)

SCHEDULE/MILESTONES/HOURS

(This part of the Statement of Work should define the schedule of deliverables and milestones for the project and the cost associated with same, or the number of hours and cost per hour.)

ACCEPTANCE CRITERIA

(This section defines how Customer will accept the deliverables resulting from this SOW. The acceptance of deliverables must be clearly defined and understood by all parties. This section should specify how many business days Customer has to conduct acceptance testing (if applicable)

and include a description of how both parties will know when work is acceptable, how it will be accepted, and who is authorized to accept the work.)

OTHER REQUIREMENTS

(Any special requirements, such as security requirements (personnel with security clearance and what level, badges, etc.) should be described in this section of the Statement of Work. There should also be a description of any IT access restrictions/requirements or system downtime/maintenance if required.)

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.

Insert Customer Agency Name

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

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A-2
Statement of Work Template**

**STATEMENT OF WORK FOR IT CONTINGENT WORKERS
BETWEEN
INSERT CUSTOMER AGENCY
AND
GUIDESOFT, INC., d/b/a KNOWLEDGE SERVICES**

Date

Supervisor/Manager Name
Agency Name
Agency Address
Agency City, State & Zip

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:**
- **IT Contingent Worker Name:**
- **Position Title:**
- **Regular Hourly Bill Rate: \$**
- **OT Hourly Bill Rate (if applicable): \$**
- **Knowledge Services Not To Exceed Rate: \$**
- **Number of Hours to be worked:**
- **Total Cost of SOW: \$**
- **Start Date of Service:**
- **End Date of Service:**
- **Work Location:**

Name of Vendor providing IT Contingent Worker:

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.

Insert Customer Agency Name

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

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
Program Rate Structure**

I. Rate Structure for Hourly Staff Augmentation Services

Compensation for the Services shall be contingent upon the actual performance of services and based on the not-to-exceed rates as accepted by the Customer in the VMS. It is understood by the parties that travel, subsistence and any related project expenses are included in the Vendors' hourly rates. No additional costs will be added to the bi-weekly invoices for such expenses.

II. Probationary Period for Staff Augmentation Resources

Knowledge Services, or the applicable Vendor, shall provide all Resources to Customer on a probationary basis for fifteen (15) business days for Information Technology positions. Knowledge Services acknowledges that, at any time during such Probationary Period, Customer may determine that a Resource is not suitable for the Customer assignment for reasons related to experience level, performance, qualification, skill or technical proficiency, and that Knowledge Services may remove such Resource from the assignment. In such event, Customer shall have no obligation to pay for any of the hours worked by such Resource during such Probationary Period.

III. Rate Structure for Milestone, Deliverable and/or Service-based Projects

Rate structure for milestone, deliverable and/or service-based projects shall be based on Vendor's proposal and the approved statement of Work, as accepted by Customer, and shall be inclusive of the MSP fee, etc.

Exhibit C
Background Check and Screening Guidelines

Knowledge Services shall require its Vendors to perform drug testing and background checks on each potential Resource ("Candidate") prior to the beginning of their assignment, with the exception of Resources working on milestone, deliverable and/or service-based SOW projects. Knowledge Services shall require that Vendors comply with Customer's policies summarized below, and shall ensure that Vendors pay any costs associated with the same. In order to ensure program compliance at Customer's worksite, all Vendors are required to use a background check company mandated by Knowledge Services to conduct pre-employment screening for candidates prior to on-boarding.

Customer shall comply with all federal and state laws concerning such investigation and drug testing, if applicable, including, without limitation, the Fair Credit Reporting Act. Knowledge Services shall provide confirmation of any drug screen and background checks to Customer unless otherwise prohibited by law, and Knowledge Services shall require that Vendor obtain a written release from the Candidate.

In the event that Knowledge Services or Vendor discovers that any Candidate has committed any crime outlined within Customer's published criteria for criminal background checks, and in accordance with applicable law, Knowledge Services shall immediately notify Customer and the appropriate adjudication shall be made.

Background checks and drug testing shall be completed for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Federal Criminal history check; including all State and counties of residence for the past seven (7) years;
- c. E-Verify employment eligibility verification;
- d. 5-Panel Drug Screening Test – The test must be verified by a laboratory, and dip-stick test kits are not acceptable. For new hire candidates, drug screening is valid for thirty (30) days prior to initial hire date; and
- e. Additional relevant checks as requested by Customer and communicated to Knowledge Services.

To the extent consistent with applicable law and substantially related to the applicable job description, reasons for determining that a Candidate did not satisfactorily pass the background check include, but are not limited to, the below guidelines:

- a. Candidates convicted of a criminal misdemeanor involving dishonesty or a breach of trust, including breach of confidentiality or personal identifiable information, burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
- b. Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape and battery shall be excluded from consideration.
- c. Candidates convicted of a criminal felony involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.

Background check results shall be effective for a period of thirty (30) days prior to Candidate's assignment start date. In the case of a "break in service" from Customer, a background check is effective for a period of six (6) months.

At the sole discretion of the Customer or Customer's Human Resources Director, a Resource may

begin work pending the results of the drug screen and/or fingerprint or background check. The Customer or Customer's Human Resources Director may elect to waive any or all requirements, and such waiver shall be communicated in writing from the Customer to Knowledge Services prior to the Resource's assignment. Knowledge Services shall then communicate such waiver in writing to Vendor. The State reserves the right to require additional checks as requested.