

EXHIBIT A-1
Statement of Work Template

STATEMENT OF WORK FOR A MILESTONE, DELIVERABLE OR SERVICE-BASED PROJECT
BETWEEN
MISSISSIPPI DEPARTMENT OF MENTAL HEALTH
AND
GUIDESOFT, INC., D/B/A KNOWLEDGE SERVICES
AND
NEXT STEP INNOVATION

PROJECT OVERVIEW

Project Overview

The primary purpose of this project is to enhance the Department of Mental Health's network infrastructure through the engagement of a qualified network management services vendor. The objectives of this project are as follows:

1. **Improve Network Reliability:** Ensure that our network operates with the highest levels of reliability and minimal downtime, providing uninterrupted connectivity for our staff and clients.
2. **Enhance Network Security:** Strengthen the security measures in place to protect our data, network assets, and sensitive information against potential threats and cyberattacks.
3. **Optimize Network Performance:** Increase network performance and bandwidth to support the growing demands of our organization, particularly for data-intensive tasks and real-time applications.
4. **Proactive Network Monitoring:** Implement robust network monitoring solutions to proactively identify and address issues before they impact operations, ensuring smooth day-to-day functioning.
5. **Efficient Incident Response:** Establish rapid incident response protocols to minimize downtime and resolve network-related issues promptly.
6. **Scalability:** Ensure that the network management solution is scalable to accommodate our organization's future growth and evolving technology requirements.
7. **Regular Reporting:** Receive comprehensive reports on network performance, security, and any incidents or changes, enabling data-driven decision-making and transparency.

By achieving these objectives, our organization aims to bolster its network infrastructure, maintain the highest standards of network performance and security, and support our strategic goals and initiatives efficiently. We believe that the selected network management services vendor will play a pivotal role in the successful execution of this project.

Background

In today's digital age, a reliable and well-managed network infrastructure is a critical component for the success of the Department of Mental Health. We depend on our network to facilitate seamless communication, ensure data security, and support various business-critical applications. However, as DMH has grown and technology requirements have evolved, the demand on our network has significantly increased.

Several factors have necessitated the evaluation and selection of a Network Management Services provider:

1. **Network Complexity:** Over the years, our network infrastructure has become increasingly complex, with the Central Office location, various devices, and an array of applications running on it. Managing this complexity internally has become a challenge.
2. **Rising Security Threats:** With the escalating frequency and sophistication of cyber threats, the need to bolster our network security has never been more urgent. Proactive monitoring and threat detection are paramount.
3. **Performance Demands:** Our organization relies heavily on network-dependent applications, including cloud-based services and real-time communication tools. Network performance and bandwidth requirements have surged.
4. **Operational Efficiency:** We recognize that effective network management is not only about troubleshooting issues but also about optimizing performance, reducing downtime, and ensuring efficient resource allocation.
5. **Scalability and Growth:** As our organization continues to expand, our network must be able to accommodate growth. A scalable network management solution is vital to support future initiatives.
6. **Regulatory and Compliance Requirements:** In a landscape of evolving data protection regulations, we must ensure that our network management practices comply with relevant industry standards and regulations.

The selection of a Network Management Services provider represents a strategic move to address these challenges and enhance our network's reliability, security, and performance. This project aims to identify a vendor with the expertise, tools, and capabilities required to meet our organization's specific network management needs.

The successful vendor will play a crucial role in ensuring the uninterrupted operation of our network, protecting sensitive data, and supporting our ongoing and future initiatives. This project is a pivotal step in our ongoing commitment to maintaining a secure and efficient network infrastructure that can adapt to the ever-changing technology landscape.

Scope of Work

1. Microsoft Windows Servers at Robert E. Lee (including maintenance activities):
 - Provide unlimited support for Microsoft Windows servers at REL, covering all maintenance activities, including but not limited to OS updates, security patches, and performance tuning.
2. Department of Mental Health Active Directory:
 - Offer unlimited support for DMH's Active Directory services, ensuring user management, group policies, and domain controllers are maintained and operational.
3. All Network Devices (Switches, Firewall, Wireless) for REL Building:
 - Extend unlimited support to all network devices in the REL building, encompassing switches, firewall, and wireless infrastructure. This includes configuration, monitoring, and troubleshooting.
4. VMWare Environment
 - Provide unlimited support for the VMWare environment, managing virtualization infrastructure, optimizing performance, and addressing issues as they arise.
5. Electronic Health Records Firewall at Information Technology Services
 - Extend unlimited support for the EHR firewall at ITS, ensuring security, access control, and addressing firewall-related concerns.
6. Public Webserver Linux OS:
 - Offer unlimited support for the Linux OS on the public webserver, ensuring its availability, security, and performance.
7. Monitoring Services
 - Implement comprehensive monitoring of all servers and network equipment for service outages, degradation, or impending failures. This includes real-time alerts and proactive issue resolution.
8. Patching Services
 - Conduct regular patching of all Windows systems, covering both servers and workstations, to ensure the latest security updates and enhancements are applied.
9. Managed EDR (MDR) Software
 - Implement and manage Endpoint Detection and Response (EDR) software for up to 160 Windows systems, ensuring proactive threat detection and response.
10. SIEM Software with 24/7 SOC Monitoring
 - Implement Security Information and Event Management (SIEM) software on 9 servers, with 24/7 Security Operations Center (SOC) monitoring based in Dallas, TX. This includes log analysis, threat detection, and incident response.
11. Remote Management/Monitoring Tool
 - Install a remote management and monitoring tool on up to 160 Windows systems for use by DMH IT personnel, facilitating remote support and troubleshooting.
12. Monthly Internal Vulnerability Scanning
 - Conduct monthly internal vulnerability scanning to identify and address potential security vulnerabilities within the network and systems.
13. Backup Services
 - Implement a backup solution for servers with infinite retention, including local and cloud backups. Provide the ability to instantly start VM copies on the local network in case of data loss or disasters.

14. Duo MFA (Multi-Factor Authentication)

- Implement Duo MFA for server access to enhance security and access control.

15. Quarterly Technical Alignments and vCIO Meetings

- Conduct quarterly Technical Alignment meetings and vCIO (Virtual Chief Information Officer) sessions to strategize, plan, and align IT initiatives with the organization's goals.

This comprehensive Scope of Work outlines the unlimited support and various services required for the efficient management, security, and optimization of the network and IT systems.

Unlimited support (proactive and ticket responses) for the following:

1. Microsoft Windows servers at REL including all maintenance activities
2. DMH Active Directory
3. All network devices (switches, firewall, wireless) for REL building
4. VMWare environment
5. EHR firewall at ITS
6. Public webserver Linux OS

Place of Performance

Robert E. Lee (REL Building): The services related to Microsoft Windows servers, network devices (switches, firewall, wireless), VMWare environment, and Linux OS for the public webserver are likely to be primarily performed at the REL building.

ITS (Information Technology Services): Services for the Electronic Health Record (EHR) firewall, monitoring, and 24/7 Security Operations Center (SOC), may be performed at the ITS location.

Remote Management and Monitoring: Services related to the remote management/monitoring tool and Duo Multi-Factor Authentication (MFA) installation on Windows systems are expected to be carried out remotely on all relevant systems, which could be distributed across multiple locations.

Meetings and Consultations: Quarterly Technical Alignments and vCIO meetings may be conducted at mutually agreed-upon locations, potentially on-site or virtually.

Period of Performance

The period of performance for the Network Management Services is anticipated to commence on 07/01/2024 and extend for an initial duration of 60 months. The services will conclude on 06/30/2029. Following the initial term, this agreement may be subject to periodic renewals, with each renewal term lasting for a duration of 12 months unless otherwise agreed upon by both parties. Renewal options are available, and the agreement may be extended beyond the initial term based on the mutual agreement of Department of Mental Health and the Network Management Services provider.

Termination Provisions:

Termination for Convenience:

- Either party may terminate this agreement for convenience by providing a written notice of 90 days (or as mutually agreed) to the other party.
- Upon termination for convenience, Department of Mental Health shall compensate the Network Management Services provider for services rendered up to the termination date.

Termination for Cause:

- Either party may terminate this agreement for cause if the other party is in material breach of its obligations and fails to remedy the breach within 60 days (or as mutually agreed) of receiving written notice specifying the breach.
- Termination for cause shall not relieve the breaching party of its obligations to pay any amounts due as of the termination date.

Termination Due to Insolvency:

- Either party may terminate this agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or undergoes a change in control resulting in a material change in the ownership or management.

Effects of Termination:

- Upon termination, the Network Management Services provider shall promptly return any property, data, or materials belonging to Department of Mental Health.
- Department of Mental Health shall settle any outstanding payments for services provided up to the termination date.

Transition Assistance:

- In the event of termination, the Network Management Services provider agrees to provide reasonable assistance to facilitate a smooth transition of services to an alternative provider, as determined by MS Department of Mental Health.

Survival of Certain Clauses:

- Termination of this agreement shall not affect the survival of clauses related to confidentiality, indemnification, and any other provisions that, by their nature, are intended to survive termination.

These termination provisions aim to establish a fair and clear process for ending the agreement while protecting the interests of both parties. It's important to customize these provisions based on the specific circumstances and legal requirements applicable to your organization and jurisdiction. Consulting with legal professionals is advisable to ensure the adequacy and enforceability of termination clauses.

Acceptance Criteria

As part of the agreement, services should be billed on a monthly recurring basis for services rendered.

In the event Department of Mental Health notifies the Vendor of deficiencies, the Vendor shall make necessary corrections within five working days unless Department of Mental Health consents in writing to a longer period of time. Department of Mental Health has 10 working days to review and accept or reject the corrected deliverable. If Department of Mental Health deems the corrected deliverable(s) as not acceptable Department of Mental Health

reserves the right to terminate the SOW contract with selected vendor and payment for the unacceptable deliverable(s) will not be authorized. While this procedure allows a Vendor two opportunities to correct deliverable deficiencies, Department of Mental Health, at its sole discretion, may choose to allow the Vendor an additional correction cycle if the deficiencies are not substantial or if it is in Department of Mental Health best interest to do so.

Project Name: Network Management Services **Posting ID#: 128413**

State Agency: Department of Mental Health **Vendor Name:** Next Step Innovation

Estimated Project Start Date: July 2, 2024 **Estimated Project Completion Date:** June 30,2029

Deliverable/Services Description	Cost
Annual Network Management Services July 1, 2024 – June 30, 2025	\$60,000.00
Annual Network Management Services July 1, 2025 – June 30, 2026	\$60,000.00
Optional Renewal: Annual Network Management Services July 1, 2026 – June 30, 2027	\$60,000.00
Optional Renewal: Annual Network Management Services July 1, 2027 – June 30, 2028	\$60,000.00
Optional Renewal: Annual Network Management Services July 1, 2028 – June 30, 2029	\$60,000.00
\$300,000.00	

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.

Change Order Rates

Role	Hourly Bill Rate
Service Desk Technician	\$100/hr
Centralized Services Engineer	\$115/hr
Technical Alignment Manager	\$120/hr
vCIO	\$135/hr
Senior Systems Engineer	\$150/hr

Change Order Requirements

Proposal must include an hourly rate, or rate schedule, for performing any Change Orders requested by the State of Mississippi Department of Mental Health. Following the initial first one-year period, rates may not increase annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less.

Vendor shall submit a fully loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

Vendor Staff related travel expenses as required and approved by Department of Mental Health for a Change Order shall be covered by and invoiced as part of the “fully loaded” rate (or less) as travel expenses will not be reimbursed; Change Order hours for any Vendor Staff where travel is not required or approved by Department of Mental Health shall be invoiced at the “base” rate (or less).

The Vendor shall acknowledge that Vendor will not have the right to make changes to any deliverable without the prior written approval of Department of Mental Health if the changes would require Department of Mental Health to incur costs to modify or upgrade other software or equipment used by Department of Mental Health or for which Department of Mental Health is financially responsible.

It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of Department of Mental Health. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither Department of Mental Health nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the work order. All executed change orders shall be incorporated into previously defined deliverables.

The Contractor shall be compensated for work performed under a change order according to the hourly change order rate agreed upon by Contractor and Department of Mental Health. If there is a service that is not defined in the change order rate, the Contractor and Department of Mental Health will negotiate the rate. The Contractor agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall submit change order billing through the dotStaff system upon acceptance by the Customer of all work documented in the change order.

Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

The Contractor will include in the progress reports delivered under this Agreement; the status of work performed under all then current change orders.

In the event the Contractor and Department of Mental Health enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, prior to implementing any such changes.

In the event of any inconsistencies between this Request for Services Work Order (Exhibit A-1) and the terms of the Master Services Agreement, the following order of precedence shall be:

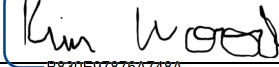
1. Master Services Agreement; and
2. Request for Project Services Work Order (Exhibit A-1)

Until the contract is approved and fully executed, any actions you take in reliance of contract approval are at your own risk. Therefore, it may be unwise to expend funds or incur expenses in anticipation that contract negotiations will be successful, and a tendered contract will be approved.

All project milestones, deliverables, tasks, or other such project activities shall be entered and approved in the dotStaff VMS by the State. Vendor acknowledges and agrees that Knowledge Services' payment to the Vendor is contingent upon approval by the State and receipt of payment from the State by Knowledge Services. The State is solely responsible for approval and payment of all project activities, and Knowledge Services is not responsible or liable to Vendor for non-approval or non-payment by the State.

Agency Name

DocuSigned by:



B830E97876A748A...

Authorized Signature

Kim Wood

Printed Name

Chief Information Officer

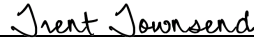
Title

7/11/2024

Date

Vendor Name

DocuSigned by:



2198AA1F0B85444...

Authorized Signature

Trent Townsend

Printed Name

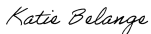
CEO

Title

7/11/2024

Date

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



Authorized Signature

Katie Belange

Printed Name

General Counsel

Title

Jul 11, 2024

Date