STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY  
EMERGENCY CONTRACT FOR SUPPORT SERVICES

This Emergency Professional Services Agreement (hereinafter referred to as “Contract” or “Agreement”) is entered into by and between Horne, LLP (hereinafter referred to as “Horne” or “Contractor”), having its principal place of business at 661 Sunnybrook Road, Suite 100, Ridgeland, MS 39157, and the Mississippi Department of Employment Security (hereinafter referred to as “MDES” or “State”), having its principal place of business at 1235 Echelon Parkway, Jackson, MS 39213.

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Mississippi Code Annotated §33-15-11(b)(17), the Governor of Mississippi issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19;

WHEREAS, due to the outbreak of COVID-19, MDES has seen a significant surge in Unemployment Insurance claims rising from 1,000 claims per week to more than 30,000 claims per week;

WHEREAS, this increase has put an unprecedented strain on MDES’s resources including phone lines, internet capacity, and staff resulting in significant waiting periods, disconnected phone calls, and a backlog of unemployment claims;

WHEREAS, the Contractor has a turnkey solution to alleviate the pressure on MDES’s resources by increasing claim filing accessibility and processing;

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

Article 1 - Purpose

Horne will provide a portfolio of services to increase claim filing accessibility and processing by providing a full-scale, cloud-based call center operating sixteen (16) hours per day and seven (7) days per week to complement existing staff, resulting in reduced hold times, faster claims entry into the system, and improved customer satisfaction. The Contractor will also work with MDES staff to identify and automate key processes to get claims through the system faster using robotic process automation (RPA). RPA will process claims faster, reduce errors and free MDES staff to focus on higher value work to get unemployment checks into the hands of people in need.

Article 2 - Term of Agreement

This Professional Services Agreement is made under the provisions of an Emergency Contract pursuant to Miss Code Ann. §33-15-11(b)(17) and Section 7-111 of the Mississippi Public
Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. The Agreement shall be effective upon execution and shall last for a term of one (1) year, or until the State of Mississippi is no longer under the declared state of emergency due to COVID-19, whichever comes first.

Article 3 – Scope of Services

The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A,” captioned “Scope of Services,” which is attached hereto and hereby made part of this Agreement.

Article 4 - Consideration and Method of Payment

As consideration for the performance of this Agreement, MDES agrees to pay the Contractor according to the schedule described in Exhibit B, captioned “Pricing,” which is attached hereto and hereby made part of this Agreement. The Contractor agrees to submit detailed invoices to MDES by the 15th of each month for billing, which will be paid in accordance with Articles 8 and 10 herein.

Acceptance by the Contractor of the payment from MDES shall operate as a release of all claims against the State by the Contractor.

MDES has the right to deny all or any portion of cash payment to the Contractor, based upon any of the following:

- Failure to comply with any Agreement provision, all of which are deemed to be material;
- Failure to comply with applicable laws, rules, policies, or procedures;
- Failure to resolve costs disallowed under this or any separate MDES Agreement; and
- Failure to repay amounts otherwise owed to MDES.

Acceptance by the Contractor of the last payment from MDES shall operate as a release of all claims against MDES by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

Article 5 - Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Hinds County. Contractor shall comply with applicable federal, state, and local laws and regulations.

Article 6 - Availability of Funds

It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and
the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**Article 7 - Compliance with Laws**

Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

**Article 8 - E-Payment**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

**Article 9 - E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
a. termination of this contract for services 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;

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 cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**Article 10 - Paymode**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**Article 11 - Procurement Regulations**

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.DFA.ms.gov.

**Article 12 - Representation Regarding Contingent Fees**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid.

**Article 13 - Representation Regarding Gratuities**

Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations*.

**Article 14 - Stop Work Order**

a. *(Order to Stop Work)*: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or
any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

i. cancel the stop work order; or,
ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,
ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

d. **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**Article 15 - Termination for Convenience**

a. **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

b. **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the
terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Article 16 - Termination for Default

a. Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. Contractor’s Duties. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

c. Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

d. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet
the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, “Termination for Convenience,” in cost-reimbursement contracts, “Termination”). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

e. **Erroneous Termination for Default.** If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Article 17 - Termination Upon Bankruptcy**

This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**Article 18 - Trade Secrets, Commercial and Financial Information**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**Article 19 - Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and
Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**Article 20 - Anti-assignment/Subcontracting**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**Article 21 - Approval**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

**Article 22 - Attorney’s Fees and Expenses**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.

**Article 23 - Authority to Contract**

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this 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 this agreement.
Article 24 - Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

Article 25 - Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. In the event that either party to this agreement receives 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

Article 26 - Contractor Personnel

The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. Such reasonable rejections shall include but are not limited to individuals who owe more than one week of unemployment insurance overpayments and individuals who have previously worked for MDES as an employee or as a temporary worker who are not eligible for rehire or reassignment. The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.

Article 27 - Debarment and Suspension

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
(2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it 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;

(3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

**Article 28 - Disclosure of Confidential Information**

In the event that either party to this agreement receives 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

**Article 29 - Exceptions to Confidential Information**

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
(6) is disclosed with the disclosing party’s prior written consent

Article 30 - Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

Article 31 - Failure to Enforce

Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.

Article 32 - Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.

Article 33 - Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
Article 34 - Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

Article 35 - Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor herein creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

Article 36 - Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

Article 37 - No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages
incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

**Article 38 - Notices**

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. 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.

For MDES:

Jaqueline A. Turner  
Executive Director  
Mississippi Department of Employment Security  
1235 Echelon Parkway  
Jackson, MS 39213

For Contractor:

S. Neil Forbes  
Horne, LLP  
661 Sunnybrook Road  
Suite 100  
Ridgeland, MS 39157

**Article 39 - Ownership of Documents and Work Papers**

Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.

**Article 40- Quality Control**

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are
maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

Article 41 - Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.

Article 42 - Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.

Article 43 - Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

Article 44 - Right to Inspect Facility

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

Article 45 - Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable.
In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**Article 46 - State Property**

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor’s use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

**Article 47 - Third Party Action Notification**

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

**Article 48 - Unsatisfactory Work**

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

**Article 49 - Waiver**

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

**Article 50 - Requirements Contract**

During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further
understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Article 51 - Change in Scope of Work

MDES may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor’s services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by MDES and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDES in writing of this belief. If MDES believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

Article 52 - Contract Management

If the Contractor fails to adhere to the Temporary Staffing services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDES will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDES may terminate the contract without further obligation to the Contractor.

Article 53 - Insurance

Contractor shall maintain at least the minimum level of workers’ compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of $1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of $100,000.00. All workers’ compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to MDES as an additional insured. The agency reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The contractor shall provide evidence of required insurance upon request by MDES at any point during the contract period and should consult with legal counsel regarding its obligations.
For the faithful performance of the terms of this contract, the parties hereto have caused this contract to be executed by their undersigned authorized representation.

MISSISSIPPI DEPARTMENT
OF EMPLOYMENT SECURITY

By: Jacqueline A. Turner
Executive Director

Date: April 15, 2020

HORNE, LLP

By: S. Neil Forbes
Partner In Charge

Date: 15 April 2020
Exhibit A

SCOPE OF SERVICES

Horne Contact Centers

The Horne team will include 100 Customer Service Representatives (CSR) per shift serving the call center locations. The call center shifts will operate concurrently with the current hours of the MDES team – 7:00 a.m. through 10:00 p.m., with the last shift, staying until all customers in the queue as of 9:30 p.m. are served. Horne will adjust its operating hours according to the direction of MDES.

Given the cloud technology Horne will deploy, an unlimited number of lines will be available to contact the center. The Interactive Voice Response (IVR) will be proactively configured to allow customers to select the service they seek as the calls are received. Once selected, the call will be routed to the appropriate team for service.

If, at the time of an inbound call, all CSRs are serving other customers, the caller will be allowed to select one of three different options for service: automatic queued callback, voicemail requesting callback, or remain in the queue on hold for desired time.

Call Center Interaction Channels

Horne’s call center technology will use a common routing engine for all interaction types so they can control utilization and agent blending, while ensuring conversations are delivered to the agents best equipped to handle them. The CSR team will be able to receive interactions from multiple channels in a single and consistent interface, allowing them to easily blend real-time (voice calls and chats) and other communications (text messages and email). A complete interaction history allows a CSR to understand who each customer is and their specific history with the program.

Analytics for Contact Center

Analytics for contact center empowers contact center leaders and MDES with customizable reports that focus on critical performance metrics, driving insights needed to optimize customer experiences. Horne’s reporting will bring together metrics from every channel—inbound and outbound. Horne’s call center management team will utilize the real-time data generated to monitor key metrics. The real-time data will allow leadership to quickly address any metric which is out of bounds.
Horne will provide MDES with historical data analysis in a single view allowing MDES to evaluate current performance measures or utilization with past activity. If desired, the Horne team will configure custom dashboards, build highly customized wallboards and reports.

Horne will combine historical data and forecasting methods to predict volume. Utilizing these metrics, Horne will work proactively work with MDES regarding modifications to staffing plans. Additionally, analytics will be the key tool to monitoring workforce engagement. Intraday monitoring and real-time adherence will allow leaders to track outliers and adjust immediately. The system will include quality management tools which ensure Horne is able to evaluate interactions with customers – providing immediate coaching to the team and excellent service to program customers.

**Robotic Process Automation**

With Robotic Process Automation (RPA), MDES can offload these tasks to a new Digital Workforce, giving the team more time for productivity and innovation. It is estimated that automation can save employees up to six to nine weeks of effort each year. What now takes team members 4-6 hours, can be expedited with this technology to only take seconds.

The Horne team will examine the current processes utilized by MDES and help MDES select the best automation tools for the Agency. The Horne professionals will help the MDES team learn how automation can improve MDES’s productivity and serve Mississippians faster. This team can discuss the advantages of a RPA platform that provides a secure, intuitive environment where bots can be easily created to automate repetitive business processes at scale both on-premise and in the cloud.

Horne services will provide a blend of software bots that automate repetitive tasks, AI-powered bots that can make real-time decisions, and predictive analytics to help workforce management make intelligent decisions—all working in harmony with the human workforce.
Exhibit B

PRICING

CALL CENTER EMERGENCY SERVICE PRICING

<table>
<thead>
<tr>
<th>Call Center Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Center Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Call Center Supervisor</td>
<td>$125.00</td>
</tr>
<tr>
<td>Call Center Specialist (Day shifts)</td>
<td>$36.00</td>
</tr>
<tr>
<td>Call Center Specialist (Night shift)</td>
<td>$42.00</td>
</tr>
</tbody>
</table>

FULL CONTACT CENTER PRICING (includes call center and contact center functions)

<table>
<thead>
<tr>
<th>Option</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation (One time fee- not included in total monthly fee.)</td>
<td>$35,000</td>
</tr>
<tr>
<td>Monthly Operations Fee for Full Contact Center</td>
<td>$25,000/mo.</td>
</tr>
<tr>
<td>Monthly Toll Number Cost</td>
<td>No Charge to MDES</td>
</tr>
<tr>
<td>(HORNE will provide, at no cost to MDES, a 662-number, a 601-number and a 228-number for use by customers)</td>
<td></td>
</tr>
<tr>
<td>Monthly Toll Free Number Cost</td>
<td>$15,000/mo. (Prepaid 888 number, no per minute charge)</td>
</tr>
<tr>
<td>Support Costs</td>
<td>No Charge to MDES;</td>
</tr>
<tr>
<td></td>
<td>HORNE will provide support free of charge.</td>
</tr>
<tr>
<td>Total Monthly Fee</td>
<td>$40,000</td>
</tr>
</tbody>
</table>
ROBOTIC PROCESS AUTOMATION SERVICES PRICING*

<table>
<thead>
<tr>
<th>Robotic Process Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Automation Specialist</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

*Once the current workflows, processes and technology utilized by MDES are fully reviewed by the team, a customized price offering based on our recommended solutions will be made available upon request.