



CenCal HEALTH[®]
Local. Quality. Healthcare.

MASTER SERVICES AGREEMENT FOR _____ Services

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”), executed by and between _____ (“Vendor”), and **Santa Barbara San Luis Obispo Regional Health Authority**, dba CenCal Health (“CenCal Health”), a public entity, (each, individually, a “Party,” and, collectively, the “Parties”). The Agreement will be effective on the date of the last execution signature below (“Effective Date”).

RECITALS

- A. WHEREAS, CenCal Health offers or directly administers one or more health benefit products or plans and wishes to arrange for the provision of consulting services as specified in this Agreement;
- B. WHEREAS, Vendor provides _____ services;
- C. WHEREAS, CenCal Health desires to engage Vendor to provide or arrange for the provision of business and management consulting services regarding _____ to CenCal Health; and
- D. WHEREAS, Vendor is willing to deliver or arrange for the delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “Applicable Requirements” means to the extent applicable to this Agreement and the duties, rights, and privileges hereunder, all federal, State, county, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, “Affordable Care Act”), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*); the Medi-Cal Contracts, all Regulatory Agency guidance, executive orders, instructions, All Plan Letters (“APL(s)”), bulletins, and policies; and all standards, rules, and regulations of Regulatory Agencies and applicable accrediting organizations.

- 1.2. "Medi-Cal Contract" means the contract CenCal has entered into and will maintain with Department of Health Care Services ("DHCS") in accordance with Title 28, CCR, Section 1300 et. seq.; Welfare & Institutions ("W&I") Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which MediCal beneficiaries assigned to CenCal Health as members, will receive medical services through CenCal Health.
- 1.3. "Regulatory Agency" means the federal, State, county, and local government agencies and entities with regulatory or other authority over CenCal Health, Vendor, and/or this Agreement. Regulatory Agencies include, but are not limited to, DHCS, Department of Managed Health Care ("DMHC"), State Auditor, United States Department of Health and Human Services ("DHHS") and its agents (the "Secretary"), DHHS Inspector General, CMS, Department of Justice ("DOJ"), California Attorney General - Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and Comptroller General of the United States.

2. VENDOR SERVICES AND OBLIGATIONS

- 2.1. Vendor Services. CenCal Health retains Vendor to perform consulting services regarding contract lifecycle management (the "Services") as identified and described in Exhibit A, the Statement of Work, ("SOW").
- 2.2. Licensure and Resources. Vendor will identify, obtain and keep current all licenses, approvals, permits and authorizations as may be required from time to time under applicable laws and regulations that are necessary to render the Services and/or provision of goods under this Agreement. Unless otherwise expressly set forth under this Agreement, Vendor shall: (i) bear all out-of-pocket expenses and/or costs related to performing the Services; and (ii) provide, at its own expense, all personnel, equipment, tools and other materials (including intellectual property) necessary to perform the Services.
- 2.3. Compliance with Law. Vendor shall comply with all Applicable Requirements. Vendor shall further comply with all applicable orders, directives, audits, requirements, and standards of any Regulatory Agencies and applicable accrediting organizations. Vendor further represents and warrants that the Services do not and shall not violate: (i) any Applicable Requirement; (ii) any contracts with third parties; or (iii) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- 2.4. Public Entity Status. Vendor acknowledges and understands that CenCal Health is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act. Vendor shall use best efforts to cooperate with CenCal Health in order that it may fully comply with the requirements of such laws and regulations.

- 2.5. Offshore Resources. Vendor, its agents and subcontractors shall not perform any Services outside the United States of America without the prior written consent of CenCal Health. If during the term of the Agreement, or at any time after the Effective Date, it is determined that Vendor is in breach of this Section, CenCal Health shall have, in its sole discretion, the right to immediately terminate the Agreement.
- 2.6. Non-Discrimination. In the performance of the Agreement, Vendor shall not discriminate against any employee, subcontractor or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Vendor agrees to comply with all applicable laws, including without limitation, the provisions of Title 2 of the California Code of Regulations (“CCR”), Section 11105(b), which is incorporated into the Agreement by reference.
- 2.7. Onsite Access by Vendor. In the event any Services are required to be rendered onsite at CenCal Health’s premises, Vendor and Vendor’s employees and any other individual(s) assigned by Vendor to perform Services shall comply with CenCal Health’s reasonable prevailing rules for visitor conduct and safety, and Vendor personnel shall otherwise conduct themselves in a businesslike manner.
- 2.8. Publicity. Vendor shall not issue any press release concerning the Services provided hereunder or publicly identify CenCal Health as a customer of Vendor without CenCal Health’s prior written consent. Vendor shall not use any trade name, trademark, service mark, logo or slogan of CenCal Health without CenCal Health’s prior written consent in each instance.
- 2.9. Exclusion List. Vendor represents and warrants that Vendor and its subcontractors are not debarred, suspended, or otherwise excluded from participating in the Medi-Cal program. Vendor represents and warrants that Vendor and its subcontractors are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, Vendor represents and warrants that Vendor is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act.

3. CENCAL HEALTH’S OVERSIGHT OF VENDOR

- 3.1. CenCal Health shall monitor and oversee Vendor’s performance of Services under this Agreement. CenCal Health has the right to audit Vendor’s place of business and documents related to Vendor’s performance of Services under this Agreement. If CenCal Health determines that corrective action is needed, Vendor will create a corrective action

plan for CenCal Health's approval. CenCal Health shall monitor Vendor's ongoing performance to ensure corrective actions are accomplished in a timely manner.

4. COMPENSATION

- 4.1. Compensation. As full and complete payment for all Services rendered and subject to Vendor's compliance with all of its obligations under the Agreement, CenCal Health shall compensate Vendor as set forth in Exhibit A, Statement of Work. Each invoice received shall describe in reasonable detail the Services to which the invoice relates. Vendor acknowledges and agrees that the compensation provided in this Agreement is adequate and appropriate for the Services and is accepted by Vendor in full and complete satisfaction and discharge of any and all monetary obligations owed to Vendor by CenCal Health. Nothing in this Agreement shall confer upon Vendor any right to receive additional amounts, benefits, profits, or other economic consideration derived from CenCal Health's present or prospective operations.
- 4.2. Expense Reimbursement. To the extent Vendor has obtained CenCal Health's advance written authorization for travel, CenCal Health will reimburse Vendor for pre-approved expenses incurred in performance of Services hereunder. Such expenses must be billed at actual travel and lodging costs and in compliance with the terms set forth under CenCal Health's Employee Travel Expense Reimbursement Policy, which shall be provided to Vendor upon request.
- 4.3. Disallowance. The Parties agree that CenCal Health's payment to Vendor does not constitute or imply acceptance by CenCal Health for any portion of Vendor's work. In the event Vendor receives payment for Services under the Agreement which are later found to be unsatisfactory and/or nonconforming with the terms and conditions herein, Vendor shall refund the disallowed amount to CenCal Health within thirty (30) days of CenCal Health's written request. CenCal Health retains the option to offset the disallowed amount from any payment due to Vendor under the Agreement.

5. TERM AND TERMINATION

- 5.1. Term.
- 5.1.1. This Agreement is effective as of the Effective Date and shall remain in effect until the later of _____ or when all SOWs have terminated (the "Term") unless terminated earlier in accordance with the termination provisions of this Agreement.
- 5.2. Termination Provisions.
- 5.2.1. Termination of Medi-Cal Contract. This Agreement shall terminate upon termination of the Medi-Cal Contract, to be effective at the end of the Medi-Cal Contract period or as otherwise reasonably indicated on CenCal Health's written notice to Vendor.

- 5.2.2. Termination for Convenience. Either Party may terminate this Agreement, for no cause or for convenience, upon sixty (60) days' prior written notice to the other Party. Such termination shall be without any penalty or liability to either Party, other than the obligation to pay amounts due for Services satisfactorily performed as of the date of termination or, if the Services are provided on a fixed fee or fixed price basis, a pro-rata amount based on the percentage of the Services satisfactorily completed.
- 5.2.3. Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party in the event the other Party breaches a material term of this Agreement, and fails to cure the breach within such period. The written notice to the defaulting Party shall include a reasonably detailed description of the alleged breach.
- 5.2.4. Exclusion List. This Agreement shall terminate immediately if the Vendor is suspended from participating in or becomes listed on a debarment or exclusion list relating to state or federal health care programs (including, without limitation, the List of Excluded Individuals and Entities, the Medi-Cal Suspended and Ineligible Provider List, System for Award Management, or CMS Preclusion List). Vendor understands that CenCal Health may be prohibited from paying Vendor for any Services rendered on or after the date of suspension, disbarment or exclusion, and the Parties shall follow applicable law and regulation in regard to payment or non-payment requirements.
- 5.2.5. Insolvency. Except to the extent prohibited under applicable bankruptcy laws, either Party may terminate the Agreement without cause by delivering a termination notice if the other Party (a) ceases to do business in the normal course; (b) becomes or is declared insolvent or bankrupt; (c) admits in writing its inability to pay its debts as they become due; (d) has a receiver appointed for its business or assets; (e) files a voluntary petition for protection under applicable bankruptcy Laws; (f) becomes the subject of an involuntary petition under applicable bankruptcy Laws that is not dismissed within 90 days; or (g) makes an assignment for the benefit of creditors.
- 5.2.6. Change of Ownership or Sale of Assets. Either Party may terminate the Agreement immediately by delivering a termination notice to the other Party, if such other Party changes stock ownership or transfer substantially all of its assets (50% or more of its total real and personal property assets) or fails to provide written notice to the first Party of the change of ownership or sale of assets.

6. **AMENDMENT.** No alteration and/or amendment of any terms or conditions of this Agreement shall be binding, unless reduced to writing and signed by the duly authorized representatives of the Parties hereto. Notwithstanding the foregoing, amendments required due to legislative, regulatory or other legal or governmental authority do not

require the prior approval of Vendor and shall be deemed effective immediately (or such other time frame as required by law or regulation) upon Vendor's receipt of notice.

7. CONFIDENTIALITY, RECORDS AND AUDITS

7.1. Non-Disclosure of Confidential Information. Vendor shall not disclose or reveal to any persons or entities any of the Confidential Information (or any information derived therefrom) for any purpose, except to those Vendor employees, if any, who have a legitimate "need to know" and are bound in writing or by law or regulation to all of the restrictions contained in this Section 7.

7.1.1. The terms of this Agreement, including any exhibits and attachments, in particular the provisions regarding compensation, are confidential and shall not be disclosed to any third party except as necessary for the performance of this Agreement or as required by law, including, but not limited to, the Brown Act and Public Records Act, or a relevant Regulatory Agency.

7.1.2. The parties acknowledges that each party, in connection with its business, has developed certain operating manuals, symbols, trademarks, trade names, service marks, designs, patient lists, procedures, processes, and other copyrighted, patented, trademarked, or legally protectable information which is confidential and proprietary to the party that constitute its trade secrets. The parties shall not use any name, symbol, mark, trade secret or other proprietary information of the other party except as expressly permitted.

7.2. Use of Confidential Information. Vendor shall not use any of the Confidential Information (or any information derived therefrom) for any purpose, except for Vendor's use (and not any third party's use) as necessary in the ordinary course of performing the Services. Vendor shall not remove from CenCal Health's premises or systems, except for Vendor's use (and not any third party's use) as necessary in the ordinary course of performing the Services, any document or other media or tangible items that contain or embody Confidential Information in any way, whether or not such materials have been prepared by Vendor. "Confidential Information" includes (i) all information relating to CenCal Health's business such as drawings, designs, specifications, data, manuals, know-how, software, processes, ideas, inventions (whether patentable or not), patents, patent applications, trade secrets, works, proprietary rights, client, customer or vendor lists and information, historical or prospective financial information, budgets, cost and expense data, rate or pricing information and data, marketing information, health care benefits or benefit designs, employee and employment-related information, records and contracts, (ii) all information that is developed, created or discovered by Vendor, either individually or in collaboration with others, in providing the Services, and (iii) all Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160, 162 and 164 ("HIPAA"). "Confidential Information" does not include information that Vendor demonstrates to CenCal Health's satisfaction, by written evidence, (i) is in the public

domain through lawful means that do not directly or indirectly result from any act or omission of Vendor, or (ii) was already properly known to Vendor (other than in connection with this Agreement) without any restriction on use or disclosure at the time of CenCal Health's disclosure to Vendor. Vendor shall hold the Confidential Information in strict confidence and shall protect the Confidential Information in the same manner and to the same extent Vendor protects Vendor's own similar confidential information, provided, however, that such standard of protection shall in no event be less than a reasonable standard of protection.

- 7.3. Return of Confidential Information. Upon expiration or earlier termination of this Agreement, or upon the written request at any time by CenCal Health, Vendor shall, within five (5) business days from such termination or request, return all copies of Confidential Information to CenCal Health or certify in writing, if so requested by CenCal Health, that all copies of Confidential Information have been destroyed. If return of Confidential Information is infeasible for any reason, all terms of this Agreement shall remain in full force and effect as long as Vendor retains possession of the Confidential Information.
- 7.4. HIPAA and State Privacy and Security Laws. Vendor agrees to abide by the terms and conditions set forth in Exhibit B – Business Associate Agreement (“BAA”), appended hereto and incorporated herein by this reference.
- 7.4.1. To the extent applicable, Vendor agrees to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including, but not limited to, the California Confidentiality of Medical Information Act, codified at section 56.10 of the California Civil Code, California Evidence Code sections 1156 and 1157, Welfare and Institutions Code section 14100.2, Title 42 CFR Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Vendor shall not use medical records pertaining to the provision of services under this Agreement for any purpose other than carrying out the express terms of this Agreement, shall promptly transmit to CenCal Health all requests for disclosure of such information, and shall not disclose except as otherwise specifically permitted by this Agreement any such information to any party other than CenCal Health, without CenCal Health's prior written authorization specifying that the information is releasable under applicable law.
- 7.5. Audit Rights of Regulatory Agencies. Vendor acknowledges and agrees that the DHHS, the Comptroller General, DHCS and other Regulatory Agencies with oversight authority over CenCal Health, or their designees, have the right to inspect, evaluate, and audit any of Vendor's contracts, books, medical and other records, computer and other electronic systems, and other documentation pertaining to any transaction related to the Agreement, aspect of the Services performed, reconciliation of benefit liabilities, or determination of amounts payable under the Agreement. Vendor shall maintain accurate

records of compliance with this Agreement consistent with recognized records retention practices in accordance with Applicable Requirements for a period of ten (10) years from the final date of the contract term or from the date of completion of any government audit, whichever is later. The rights to inspect, evaluate, and audit provided in this Section 6 will extend through the period during which Vendor is required to maintain contracts, books, medical and other records, and other documentation pursuant to the previous sentence. In the event of non-compliance with this section, Vendor shall be subject to monetary fines and penalties imposed by CenCal Health, and Vendor shall be responsible for any additional fines and penalties imposed on Vendor or CenCal Health by governmental entities for such non-compliance.

8. DISPUTE RESOLUTION

8.1. Arbitration. In the event that the Parties cannot amicably resolve a dispute or damage claim through negotiation within a reasonable time frame, the Parties agree to resolve any such dispute or damage claim by arbitration. Arbitration must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived and forever barred. The arbitration proceeding shall be conducted in the County of Santa Barbara, California, in accordance with the rules of the JAMS then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. The laws of the State of California shall apply to the arbitration proceedings. Each Party agrees to bear its own costs and expenses, and shall equally split the costs of any arbitration, except that the expenses of witnesses shall be borne by the Party producing the witness. The prevailing Party shall be entitled to reasonable attorneys' fees. The Parties agree that the arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing Party in a court of law. The Parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

8.2. Reasonable Attorneys' Fees. In the event that litigation is commenced to resolve a dispute between the Parties, the prevailing Party is entitled to reasonable attorneys' fees.

8.3. Government Claims Act. In the event arbitration or any other alternative dispute resolution process is commenced, Vendor shall be subject to and required to comply with the provisions of the Government Claims Act (Government Code Section 900, et seq.). The Parties agree to comply with the provisions of the California Government Claims Act for any disputes arising under this Agreement.

9. INSURANCE AND INDEMNIFICATION

9.1. Insurance. Vendor shall obtain and maintain during the entire term of this Agreement, the following insurance policies: (1) comprehensive general liability of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate; (2) automobile liability of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate; (3) professional liability of at least \$1,000,000 per claim, and \$2,000,000 annual aggregate; (4) worker's

compensation in amounts in accordance with statutory requirements of the jurisdiction where the work is performed; and (5) cyber liability of at least \$10,000,000. The comprehensive general liability and cyber liability policies shall (a) name CenCal Health, its officers, directors and employees as additional insured; and (b) provide primary and non-contributory coverage. If requested in writing by CenCal Health, Vendor shall provide CenCal Health with certificates of insurance showing the insurance coverage described above.

9.2. Indemnification. Vendor agrees, during the term of this Agreement, to indemnify, defend and hold harmless CenCal Health, its officers, directors, agents, employees, independent contractors and agents and the State of California from and against any claim, liability, loss, damages, cost or expense (including, without limitation, court costs and reasonable attorneys' fees), awards, judgments, administrative and/or civil penalties or sanctions, or other obligations whatsoever arising out of any act or failure to act by Vendor, or any officer, director, employee, independent contractor or agent of Vendor, which may arise in connection with the provision of Services by Vendor, or by other personnel of Vendor, or which may otherwise arise in connection with the use and maintenance of (or failure to use and maintain) any property, facility or equipment by or under the direction or control of Vendor or the performance of any duties and obligations of Vendor under this Agreement or connected with any violation of any Applicable Requirement.

10. GENERAL PROVISIONS

10.1. Independent Contractor. Each Party's relationship with the other under this Agreement is that of an independent contractor. Nothing herein will be deemed to create a separate corporation, a merger or partnership of the Parties, a joint venture, or relationship of agency, ownership, control, or employment between the Parties.

10.2. Governing Law. This Agreement, including all matters of construction, validity, and performance, will be governed, construed and enforced in accordance with the laws of California, without regard to its conflicts of law provisions.

10.3. Venue. All actions and proceedings arising in connection with this Agreement shall be tried and litigated in a court of competent jurisdiction located in Santa Barbara, California, or if required by law, the federal courts of the Central District of California.

10.4. Remedies Cumulative. All remedies available to a Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10.5. Assignment. Neither Party shall assign in whole or in part, this Agreement or any rights or obligations granted hereunder to a third Party without the prior written consent of the other Party. Any assignment, delegation or transfer by a Party in violation hereof shall

be null and void and will give the other Party the option to immediately terminate the Agreement.

- 10.6. Force Majeure. Neither Party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed Party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; pandemics or other public health emergencies; fire or flood. The Party affected by any such force majeure event or occurrence shall give the other Party prompt written notice stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such force majeure event.
- 10.7. Notices. All notices required, permitted, or desired to be given hereunder by one Party to the other shall be in writing and will reference this Agreement. Such notices will be by personal delivery, certified mail, or commercial delivery Services. All written notice shall be deemed to have been provided when such notice is delivered (or first refusal of delivery, if applicable), as evidenced by generally accepted documentation of a delivery

Services organization confirming delivery. All notices to a Party will be sent to its address set forth below and a Party may change its address for receipt of notice pursuant to this Section.

If to CenCal Health, to:		If to Vendor, to:
Marina Owen Chief Executive Officer 4050 Calle Real Santa Barbara, CA 93110		ADDRESS

- 10.8. No Waiver. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver of that provision or deprive a Party of the right to subsequently insist upon strict adherence to that provision, or any other provision contained herein.
- 10.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed not to form part of this Agreement and shall be amended and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.10. Signatures and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and delivery of an executed counterpart to this Agreement via emailed pdf, facsimile or other electronic transmission that reproduces an image of the actual executed signature page by the Parties shall be effective as an original counterpart.
- 10.11. Order of Precedence. In the event of contrary, additional or inconsistent terms and conditions within this Master Services Agreement, Attachments, or Statements of Work, the Master Services Agreement shall control.

11. ENTIRE AGREEMENT

- 11.1. Entire Agreement. This Master Services Agreement and the Exhibits attached hereto and incorporated herein by this reference represent the entire agreement between the Parties regarding the matters contemplated by this Agreement, and supersede any and all other agreements, proposals, promises, negotiations, representations, understandings, either oral or written, between the Parties with respect to the provision of Services governed by this Agreement. In the event Vendor provides a purchase order, such purchase order will be considered solely for invoicing purposes and any terms contained therein shall be void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENDOR:

CENCAL HEALTH:

Signature

Signature

Marina Owen

Print Name of Person Signing

Print Name of Person Signing

Chief Executive Officer

Title of Person Signing

Title of Person Signing

Date of Execution by Vendor

Date of Execution by CenCal Health

Tax Identification Number

Vendor acknowledges receipt of the following Exhibits with this Agreement:

Exhibit A Statement of Work

Exhibit B Business Associate Agreement

EXHIBIT A STATEMENT OF WORK

This Statement of Work (“SOW”) is subject to the terms and conditions contained in the Master Services Agreement between the parties. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

1. Description of Work:
2. SOW Effective Date and Term of SOW:
3. Detailed Description of Services: