

**EXHIBIT A  
DEFINITION OF SERVICES**

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**I. SCOPE OF SERVICES**

Under this Agreement the Contractor shall provide dependent eligibility verification review (“Review”) Services, which includes the gathering of information from AHS’s employees (“Review Participants”) with dependents. This Agreement does not obligate AHS to request services from Contractor, nor does it obligate Contractor to accept orders from AHS, but it, together with the commercial specifications and technical parameters in any applicable SOW, shall define the rights and obligations of AHS and Contractor during the term thereof and will continue to govern such services until they have been completed by Contractor and accepted by AHS.

Either Party may terminate any SOW pursuant to the termination provisions stated in the Agreement above, and no amount shall be owed except for services properly performed prior to termination. Notwithstanding any other provision to the contrary, this Agreement shall remain in full force and effect as long as there are active SOWs in place.

**STATEMENT OF WORK**

Statement of Work shall mean the initiating document by which the AHS orders Services. Each Statement of Work describes the Services and any terms relating thereto, such as payment terms. Payment terms, period of performance, completions schedule and all applicable fees for services shall be set forth on a Statement of Work referencing this Agreement.

Each Statement of Work shall reference this Agreement by its Effective Date and Contract Number and shall be signed by both parties.

Contractor shall be authorized to proceed with work when the Parties have mutually agreed evidenced by a fully executed SOW. A complete description of the work required shall be provided in each SOW.

Any agreements or stipulations in any Statement of Work or other instrument used by Contractor not in conformity with the terms and provisions of this Agreement, or that purport to add to the rights of Contractor or to restrict the rights of AHS, shall be null and void.

**II. SCHEDULE OF SERVICES**

Days and hours of services shall be scheduled by the AHS Chief Human Resources Officer or designee.

**III. REPORTING RELATIONSHIP / MONITORING RESPONSIBILITY**

Contractor shall report to the AHS Chief Human Resources Officer or designee. The AHS Chief Human Resources Officer or designee will monitor this Agreement and all work performed by Contractor.

**EXHIBIT B**  
**TERMS AND CONDITIONS FOR PAYMENT**

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**1. PAYMENT**

In consideration for the Services granted herein, AHS shall pay to Contractor fees as set forth on a Statement of Work(s) incorporated herein by reference and made part hereof.

Payment requests must be segregated between projects. Invoices will be submitted no more frequently than monthly with supporting documentation.

Each SOW will identify a "not to exceed" amount that sets a ceiling fixed price that shall not be exceeded by Contractor. In no event shall the Contractor be paid in an amount greater than the not to exceed amount identified in an applicable Statement of Work for the stated term of that Statement of Work and for the services described or referred to in that Statement of Work. AHS shall not be liable to Contractor for any payment or claim for any service(s) rendered under an applicable Statement of Work in excess of the not to exceed amount unless and until the Statement of Work is modified, in writing, and executed by officials authorized to bind AHS.

**2. SERVICES**

**Fees:** All fees for Services (Service Fees) provided hereunder shall be designated on a Statement of Work and will be invoiced as set forth in the Statement of work. Invoices for Services shall include all expenses authorized on a Statement of Work (SOW) and signed by both parties.

3. All payments are due within forty-five (45) days of the receipt of printed invoice, and satisfactory provision of services as listed under Exhibit A. Forward invoices to:

Alameda Health System  
Attn: Accounts Payable  
15400 Foothill Blvd., Bldg. A  
San Leandro, CA 94578

**EXHIBIT C  
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS**

**Contractor:** You are required to provide evidence of insurance shown for the category selected below. Please provide a copy of this form to your Insurance Agent(s).

**Contractor: Use Category that applies to your organization**

Independent Contractor contract under \$10,000 or Employee Contractor, any contract amount  
**- Use Category A**

Independent Contractor (No Employees) over \$10,000 - Use Category B

Independent Contractor w/employees, Corporation, Partnership, LLC, Public Entity, Non-Profit Agency, CBO's - Use Category C

CATEGORY A MINIMUM REQUIREMENTS
<p><b>Automobile Liability<sup>(A)</sup></b> Minimum Limit 15/30/10</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000/\$1,000,000 <i>OR</i></p> <p><b>Errors and Omissions Insurance<sup>(3)</sup></b> \$1,000,000</p>

CATEGORY B MINIMUM REQUIREMENTS
<p><b>Commercial General Liability</b> Minimum Limit \$1,000,000 CSL Additional Insured Endorsement</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000/\$1,000,000 <i>OR</i></p> <p><b>Errors and Omissions Insurance<sup>(3)</sup></b> \$1,000,000</p> <p><b>Automobile Liability<sup>(A)</sup></b> Minimum Limit \$1,000,000 CSL</p>

CATEGORY C MINIMUM REQUIREMENTS
<p><b>Commercial General Liability</b> Minimum Limit \$1,000,000 CSL Additional Insured Endorsement Exclude "Exclusion" S2013 &amp; S2005<sup>(5)</sup></p> <p><b>Automobile Liability</b> Minimum Limit \$1,000,000 CSL<sup>(A)</sup> Any Auto or Non-owned or Hired</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000 <i>OR</i></p>

MISCELLANEOUS REQUIREMENTS (May apply to any category)
<p><input type="checkbox"/> Fidelity Bond \$ _____</p> <p><input type="checkbox"/> Crime Insurance \$ _____</p> <p><input type="checkbox"/> Other _____ Limit \$ _____</p>



<b>Errors and Omissions Insurance<sup>(3)</sup></b>
<input type="checkbox"/> \$1,000,000/3,000,000
<input type="checkbox"/> Contract Limit \$ _____
<b>Workers' Compensation</b>
Statutory or \$1,000,000
Employers' Liability \$100,000 (minimum)

Form PR01-00

**Additional Requirements and/or Conditions**

1. **All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation. (Except Personal Automobile may show a minimum of 10 days).**
2. **Additional Insured Endorsement shall name the County of Alameda, its Board of Supervisors, officers, agents employees, and Alameda Health System\* its Board of Trustees, officers, agents and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.**

\*Certificates of insurance may indicate: "County of Alameda and Alameda Health System as Additional Insured". This is acceptable provided that the actual endorsement to the policy is worded correctly. This is also encouraged if you have contracts with other Alameda Health System Departments.

3. **Professional Liability<sup>(3)</sup> or Errors and Omissions Insurance is required when contractor is required to be either licensed or certified to practice their trade or profession. \*Behavioral Science MD's minimum limit \$1,000,000/\$1,000,000 is acceptable.**
4. **Commercial General Liability coverage shall be equivalent to ISO form CG 01 01 96.**
5. **All Commercial General Liability policies must include Personal Injury coverage.**

**Remove "Exclusion" <sup>(5)</sup> S2013 & S2005.** These endorsements exclude coverage for Sexual Harassment, abuse, and molestation, and are required to be removed, if attached, from liability policies where the contractor is providing services to the County's clients and or community.

6. **Commercial/Business Automobile Liability shall be equivalent to ISO form CA 00 01 06 92.**

Independent contractors or employee contractors may provide evidence from their personal automobile insurance company. If use of an automobile while servicing the contract is incidental or minimal, the contractor may submit a copy of their personal automobile declaration page if they incur problems obtaining a certificate.

7. **Contractors that hire vehicles or have employees or volunteers that use their personal vehicles shall provide non-owned automobile liability coverage.**
8. **If contractor<sup>(8)</sup> is providing transportation services e.g. transporting clients or goods, \$1,000,000 automobile liability and an additional insured endorsement is required. This requirement is automatic is the transportation condition applies.**
9. **For Contracts over \$25,000 insurance companies shall have a minimum Best Rating of A- VII or subject to approval by Risk Management. Risk Management must review all contracts over \$25,000.**

10. If contractor is self-insured for any of the required coverages, contractor must submit evidence satisfactory to the County of contractor's financial ability to respond to losses or claims for each self-insured coverage. Governmental Agencies may provide a letter of self-insurance.
11. Professional Liability Deductibles: Risk Management must approve Deductibles over \$25,000.
12. Contractors are responsible for payment of all insurance deductibles.
13. Contractor's insurance must be primary to any other insurance available to the Alameda Health System with respect to any claim arising out of this Agreement.

Address Certificate of Insurance to:

[Nonphyscontr@alamedahealthsystem.org](mailto:Nonphyscontr@alamedahealthsystem.org)

**EXHIBIT D**  
**TRAVEL EXPENSE REIMBURSEMENT PROVISIONS**

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**ALAMEDA HEALTH SYSTEM  
STATEMENT OF WORK**

**Project Name: Dependent Eligibility Verification Audit For Benefit Plan**

Health Management Systems, Inc. (Contractor) agrees to provide the services identified hereunder this Statement Of Work (SOW) in accordance with the terms of the Master Service Agreement (the "Agreement") dated June 1, 2019 by and between Health Management Systems, Inc. and Alameda Health System (AHS).

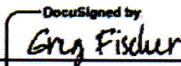
All terms, conditions, in the Agreement between Contractor and AHS, shall be applicable to this SOW, and are incorporated by reference, together constituting the entire understanding between the parties with respect to the subject matter hereof. This SOW may not be modified except pursuant to an amendment expressly stating a purpose to amend the terms of this SOW, and signed by authorized representative of both parties hereto. Any capitalized terms which are not defined herein shall have the meanings defined in the Agreement.


The term of this SOW shall be from June 1, 2019 through May 31, 2020, unless terminated earlier in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date of last signature ("Effective Date").

**HEALTH MANAGEMENT SYSTEMS, INC.  
(CONTRACTOR)**

**ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY**

BY  \_\_\_\_\_  
Greg Fischer  
Vice President

BY  \_\_\_\_\_  
Tony Redmond  
CHRO

\_\_\_\_\_  
7/1/2019  
Date

\_\_\_\_\_  
7/1/19  
Date

*Approved as to form via email:  
Associate General Counsel, AHS*



## ATTACHMENT A TO SOW

### SCOPE OF SERVICES – INITIAL VERIFICATION REVIEW

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#### II. SCOPE OF SERVICES

- a. General Scope. CONTRACTOR shall provide dependent eligibility verification review (“Review”) Services for AHS, including gathering information from AHS’s employees (“Review Participants”) with dependents as set forth herein.
- b. Purpose of the Services. The purpose of the Services as described herein is to gather information about the dependents of Review Participants in order to determine whether such dependents meet the eligibility definitions for coverage under AHS’s employee healthcare benefit programs. CONTRACTOR’s role is to collect documentation determined by AHS to represent adequate evidence of dependent eligibility. CONTRACTOR will provide no legal services or advice under this SOW, has no responsibility for administration and is not a fiduciary of any AHS healthcare plan. The consequences to a Review Participant for the failure to comply with his or her dependent’s eligibility requirements or respond to the Review are at the discretion of AHS. AHS acknowledges and agrees that CONTRACTOR does not undertake to verify the truth, accuracy or completeness of the information provided by Review Participants. Accordingly, CONTRACTOR shall have no responsibility to AHS in the event that any Review Participants (a) fail to respond to CONTRACTOR’ requests for information or (b) intentionally or unintentionally withhold or misstate any facts or information.
- c. AHS Obligations. AHS shall provide necessary information and data for CONTRACTOR to conduct the Review, which include eligibility specifications, enrollment data and required verification documentation. AHS will work collaboratively with CONTRACTOR to develop and approve all communications that are distributed to Review Participants. AHS will coordinate with CONTRACTOR when issuing internal communications regarding the Review as described in the Scope of Work.
- d. European Union EU General Data Protection Regulation. At this time, the Parties do not expect the Services to implicate the EU General Data Protection Regulation (“GDPR”). If it is determined that the GDPR applies or the Parties’ expectations change, that change will be treated as a change to the Scope of Services and addressed through an amendment to the Agreement.

#### III. SCOPE OF WORK DEPENDENT ELIGIBILITY VERIFICATION

1. General Scope. CONTRACTOR shall perform a Review of selected Review Participants of AHS with dependents enrolled in AHS’s specified benefit plans, with the objective of identifying dependents who are ineligible for coverage. Review Participants subject to the Review will be defined and selected by AHS and provided to

CONTRACTOR in a production data extract file. Once the population batch of Review Participants is established through the transmission and acceptance of the production data extract file, additional employees and dependents shall not be added to the audit cycle for this particular Review.

2. Timeline and Phase Definition.

- a. **Planning.** The planning period must commence within 30 days of the SOW Effective Date and will have a duration of approximately 30 days. During the planning period, AHS and CONTRACTOR teams shall plan and prepare for the Review. During this planning period, AHS shall provide test and final data files and AHS will review and approve communications. Final data must be received at least 15 business days in advance of the date that the Verification Communication #1 is sent. Communications must be approved at least 10 business days in advance of all planned communication dates. Should the planning period start date be delayed for more than 30 days, AHS shall pay a fee equal to 3% of the total Initial Verification Review Project Fees set forth in Section 12 (Project Fees and Invoicing Terms) below for each consecutive 30-day period of delay in the commencement of the planning period.

b.

c.



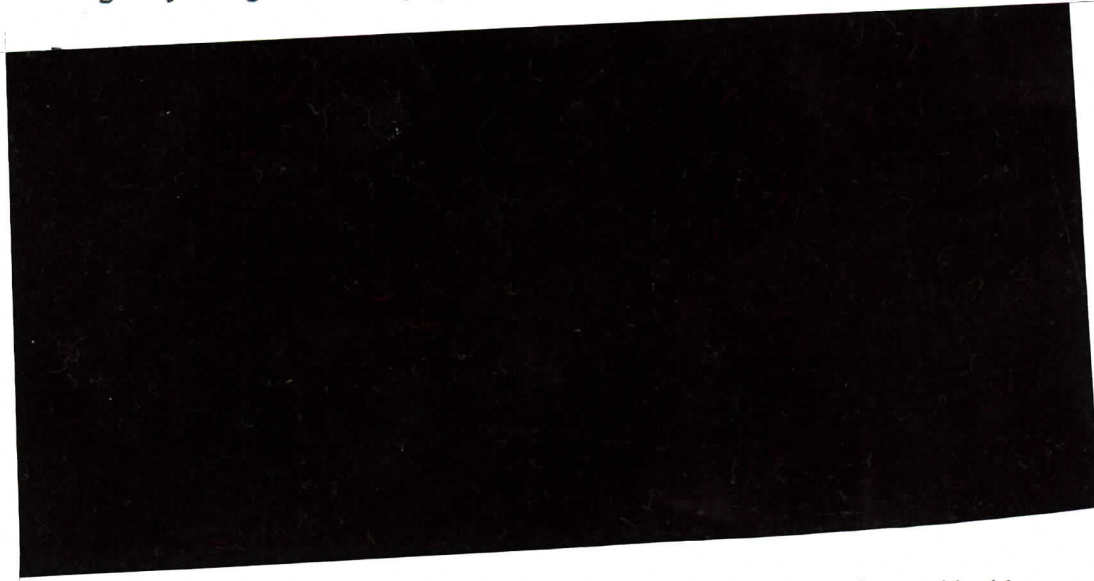
d.



3. **AHS Communications.** AHS may implement a communications program to support the Review. Communications methods could include, but are not limited to: corporate newsletters, Human Resources newsletters, online newsletters, broadcast e-mail, meeting announcements, etc. AHS shall provide CONTRACTOR with a copy of each communication notice sent to Review Participants at least five business days in advance of distribution to allow for proper planning of customer service support that would be required. If CONTRACTOR does not receive notice as described above, CONTRACTOR will not be responsible for failure to meet the defined performance guarantees described in Section 11 (Performance Guarantees) below.

4. **Eligibility Decisions and Consequences of Non-compliance.** CONTRACTOR does not make and will not advise AHS as to any dependent eligibility decisions. CONTRACTOR will provide a report of dependents that were either self-reported as ineligible by the Review Participant, or were deemed ineligible because the Review Participant did not submit the required documents to validate their dependent's eligibility during the allowed project timeline.

1.



Follow-up communications subsequent to any communication referenced in this section to determine why a dependent is being dropped are not included within the scope of this project.

(a)



(b)



(c)

[Redacted text block]

(d)

[Redacted text block]



(e)

[Redacted text block]

6.

[Redacted text block]



7. Call Center Operations. The call center specifications are as follows:
- a. CONTRACTOR shall provide a toll free phone line for customer support to Review Participants. 
  - b. 
  - c. The call center will operate from 5:00am until 5:00pm Pacific time, Monday through Friday, excluding CONTRACTOR holidays.
  - d. Each call shall be logged/tracked and recorded for verification and audit purposes.
  - e. Spanish-speaking call center representatives shall be available for callers.



9. **Escalations Process.** AHS will appoint a key person to handle Review Participant situations that are unusual or complex situations arising during the Review that require judgment.

CONTRACTOR also recommends that AHS implement a process to handle requests for reinstatement that arise after the conclusion of the Review.

10.



11. **Performance Guarantees.** The table below shows the performance guarantees that CONTRACTOR will be measured against, along with the fees at risk for failing to meet the defined goal. These guarantees shall be in effect throughout the SOW term.

Metric	Measurement	Fees at Risk
Document Processing Accuracy	99% of inbound documents will be processed accurately as measured by CONTRACTOR' internal quality assurance process.	2% of the total fees paid by AHS for the Initial Verification Review Project Fees during the Review (per Section 12(a) below)
Document Processing Timeliness	98% of inbound mail will be processed within five business days, on average, based on the technology time-stamp.	2% of the total fees paid by AHS for the Initial Verification Review Project Fees during the Review (per Section 12(a) below)
Call Center Responsiveness	Calls will be answered within 55 seconds on average.	2% of the total fees paid by AHS for the Initial Verification Review Project Fees during the Review (per Section 12(a) below)
Return on Investment (ROI)	Projected 1-year savings will be at least equal to three (3) times the Initial Verification Review Project Fees	Any shortfall



	<p>(per Section 12(a) below), CONTRACTOR will refund or credit any shortfall up to the amount of the Initial Verification Review Project Fees. Projected 1-year savings will be calculated by multiplying (1) the total number of dependents in CONTRACTOR's final audit report reported as "Ineligible" (through self-reporting), "Partially Responsive" or "Non-responsive" to the verification Review; and (2) \$3,500 as the average cost to cover one dependent on the health plan.</p> <p><i>Example (for illustration purposes only):</i>                  Assume the Initial Verification Review Project Fees are \$40,000 and the ROI guarantee is 1:1. If CONTRACTOR reported 10 dependents ineligible, projected 1-year savings would be \$35,000 (10 x \$3,500). CONTRACTOR would refund or credit the shortfall to AHS in the amount of \$5,000, (i.e., the difference between \$40,000 and \$35,000).</p>	
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In no event shall the total amounts refunded or credited to AHS pursuant to this Section 11 exceed the total Project Fees paid by AHS under this SOW. The Parties agree that the total amounts refunded or credited to AHS pursuant to this Section 11 shall be AHS's sole and exclusive remedy for CONTRACTOR's failure to meet the performance guarantees set forth herein.

**12. Project Fees and Invoicing Terms.** Project Fees shall be as follows:








(a) **Initial Verification Review.** Per Dependent fees shall apply based upon the following:

- (1) \$50,488.00 for up to 4902 dependents (inclusive of 2 Communication Letter(s) during the Review period)
- (2) \$8.17 per dependent in excess of 4902


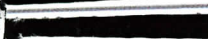


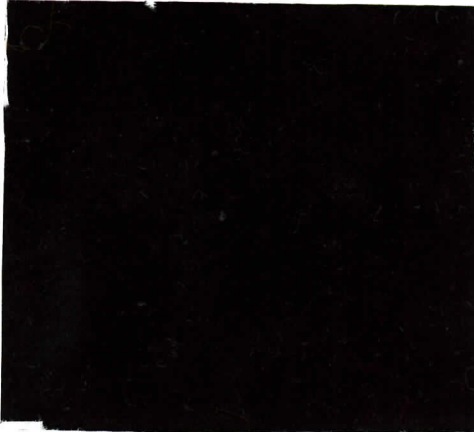
(b) **Ancillary Services.** If requested by AHS or required by the AHS plan parameters, certain modifications and Project Fees for Ancillary Services may apply as described more fully below.

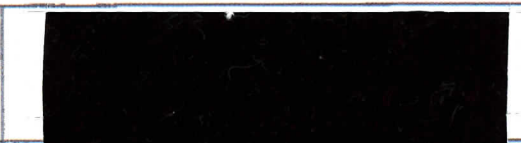
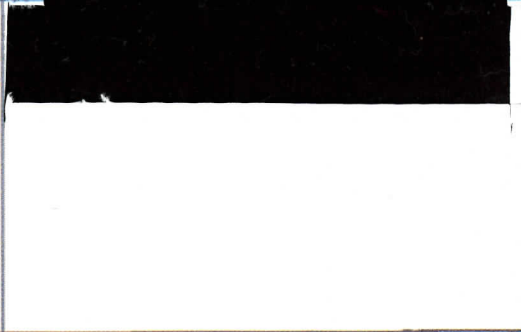
Ancillary Services	Project Fees
<p><b>Multiple Plan Communication</b>                      More than 2 distinctly different sets of eligibility rules exist for AHS's healthcare plans which will result in the need for multiple communications.</p>	<p>Additional fee of [REDACTED] will be assessed if required</p>
<p><b>Multiple Dependent Eligibility Definitions</b>                      More than one set of eligibility rules must be applied to determine eligibility for any</p>	<p>Additional one-time set up fee of [REDACTED] will be assessed if required</p>



<p>dependent (e.g., different rules apply to medical and dental plans).</p>	
<p><b>AHS Branding – Multiple Logos</b> AHS requires more than one logo to be used on the communications.</p>	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>
<p><b>Additional Affidavit Processing</b> AHS requests to have a questionnaire completed by the Review Participant to confirm additional verification for a spouse, adult child, or any other dependent type.</p> 	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>
<p><b>Social Security Number (SSN) Collection</b> AHS would like CONTRACTOR to collect Social Security Numbers (SSN) as part of the audit process.</p> <p>Procuring the SSN is not a mandatory requirement as part of the audit; CONTRACTOR will not reach out to the Review Participant if all other documentation has been received.</p>	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>
<p><b>Coordination of Benefits Information Collection</b> AHS would like for CONTRACTOR to collect Coordination of Benefits information, specifically asking the Review Participant if their dependents are enrolled in other coverage. This is not a mandatory requirement to complete the audit. CONTRACTOR will not reach out to the Review Participant if all other documentation has been received.</p>	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>
<p><b>Additional Phone Outreach to Review Participants</b></p>	<p>Select one with an "X" (if required):  <input checked="" type="checkbox"/> Included for Initial review  </p>
<p><b>Additional Email Outreach to Review Participants</b></p>	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>



Ancillary Services	Project Fees
<p><b>Audit Extension</b></p>	<p>Select one with an "X" (if required):  <input type="checkbox"/> Included for Initial review  </p>
<p><b>Extended Planning</b>                      AHS requires project management in excess of 75 total hours.</p> <p>The allotment of 75 hours of project management time is more than ample to complete the project under normal circumstances. When unusual circumstances require the use of additional project management time, CONTRACTOR will seek AHS's approval prior to incurring additional charges.</p>	<p>Additional fee of  will apply</p>
<p><b>Communication Customization</b>                      CONTRACTOR has developed templated communications with variable text components for individual AHS customization.</p> <p>AHS requires verbiage customization other than what is supported by CONTRACTOR' letter templating system.</p> 	
<p><b>Mailing Package Modifications to the standard mailing package specifications</b></p>	<p>Additional fees will apply:</p> 

	
<p><b>IT Services</b> The Project Fees include up to ten hours of data-file programming. This allotment of time is more than ample to complete IT Services under normal circumstances. When unusual circumstances warrant the use of additional IT services, CONTRACTOR will seek AHS's approval prior to incurring additional IT service charges.</p>	

(e) Project Fees will be invoiced in accordance with the following schedule:

- (1) 30% of the Project Fees for the Initial Verification Review and Ancillary Services ordered prior to the first monthly billing will be invoiced when Verification Communication #1 is sent. The remaining 70% of the Project Fees will be invoiced upon delivery of the final reports.
- (2) Project Fees for Ancillary Services ordered after the first monthly billing will be invoiced in the month incurred.

13. **Termination Fees.** If AHS terminates the Dependent Eligibility Verification Services without cause, AHS shall remain responsible for payment of Project Fees as follows:

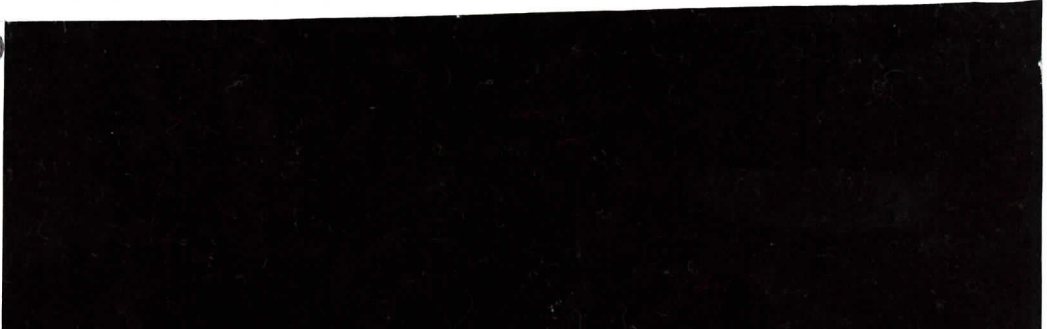

- (a) If termination is effective before the Verification Communication #1 is dispatched to the Review Participants, AHS shall be responsible for payment of 30% of Initial Verification Review Project Fees.
- (b) For Reviews that a Verification Communication #2 is included, if termination is effective after the Verification Communication #1 is dispatched to the Review Participants, but before the Verification Communication #2 is dispatched, AHS shall be responsible for payment of 75% of the Initial Verification Review Project Fees.
- (b) If termination is effective after a final communication is dispatched, AHS shall be responsible for payment of 100% of Initial Verification Review Project Fees.



**ATTACHMENT A1 TO SOW**

**SCOPE OF SERVICES – PERPETUAL DEPENDENT ELIGIBILITY VERIFICATION**

The following Scope of Work shall apply to PDEV Services.

1. General Scope. Same as Attachment A
2. Timeline and Phase Definition
  - (a) **Planning.** To be mutually agreed by the Parties depending upon AHS specific requirements.
  - (b) 
  - (c) 
3. AHS and AHS Communications. Same as Attachment A.
4. Eligibility Decisions and Consequences of Non-compliance. Same as Attachment A.
5. CONTRACTOR Communications. The following outbound communications will be sent to Review Participants throughout the PDEV Review. AHS shall review and approve all CONTRACTOR outbound communications prior to mailing. All communications are in the English language. Translation into other languages can be accommodated for an additional fee for select communications. Customization of communications is limited to changes in wording. Structural changes to the communication layout or changes that would impact the production costs are permitted only when mutually agreed to by CONTRACTOR and AHS and may be subject to additional fees.

- (a) 



The mailing specifications for the other physical notifications are the same as in Attachment A



6.



7. Call Center Operations. The call center specifications are as follows:
- CONTRACTOR shall provide a toll free phone line for customer support to Review Participants during the SOW term.
  - The call center will operate from 5:00am until 5:00pm Pacific time, Monday through Friday, excluding CONTRACTOR holidays.



- Spanish-speaking call center representatives shall be available for callers.



11. Project Fees and Invoicing Terms.

(a) PDEV Review. Project Fees for PDEV Services are as follows:

	<b>Implementation / Set-up Fees</b>	<b>Per Review Participant Fees</b>
<b>PDEV Reviews</b>	\$0 one-time set-up fee	\$29.00 per Review Participant contacted for verification

The per Review Participant Project Fees are subject to annual adjustment not to exceed three percent (3%) increase per year on each anniversary of the initial data submission date.

**(b) Invoice Schedule.** Project Fees for PDEV Services will be invoiced according to the following schedule:

- (1)** One-time set up fees will be invoiced with the first monthly billing of the Per Review Participant Project Fees.
  
  - (2)** Per Review Participant fees will be invoiced monthly aggregated for all Review Participants whose PDEV review cycle was started in that month.
- (c)** In no event shall the Contractor be paid in an amount greater than \$75,000.00 for the stated term of the SOW, for the services described or referred to in this SOW. AHS shall not be liable to Contractor for any payment or claim for any service(s) rendered under this SOW, in excess of \$75,000.00 unless and until this SOW, is modified, in writing, and executed by officials authorized to bind AHS.

Alameda Health System  
Attn: Accounts Payable  
15400 Foothill Blvd., Bldg. A  
San Leandro, CA 94578