

**STATEMENT OF WORK #####****Project Name**

This Statement of Work #XXXXXX, Contract ID# XXXXX, and any attachment(s) hereto ("SOW"), is governed by the Universal Master Services Agreement ("UMSA"), CID# XXXXX, or Enterprise Master Service Agreement ("EMSA"), CID# XXXXX, and the Participation Agreement ("PA"), CID# XXXXX, or insert Master Agreement, CID# XXXXX, between Business Unit/Entity ("Buyer") and Supplier Name ("Supplier"), effective insert effective date of Master Agreement or PA ("Agreement"). If any term or condition in this SOW conflicts with any term or condition in the Agreement, the Agreement shall control.

In consideration of Suppliers and Buyer's mutual promises, Supplier agrees to perform this SOW as follows:

**I. Scope of Work and Project Deliverables**

**A. Project Overview.** This SOW describes the Services and key Deliverables on a general level to be performed and provided by Supplier for Buyer (Contract Administrator to include a 2-3 sentence summary of the SOW)

**B. SOW Term.** This SOW shall begin \_\_\_\_\_, 20\_\_\_\_, and shall end \_\_\_\_\_, 20\_\_\_\_ ("SOW Term").

**C. Scope of Work.**

1. **Description of Services and Deliverables.** "Services" and "Deliverables" are defined and shall be performed/provided by the Supplier as follows (including, but not limited to, a breakdown of fees, expected volumes and project management requirements):

Supplier Services	Deliverables

2. **Service Level Agreements "SLA".** Services provided under this SOW will meet or exceed the following service levels:

Definition	Measurement	Time Period	Penalty

- a. Failure to meet required SLAs will be considered a material breach under the Agreement and Supplier shall be required to provide recourse for such breach as specified in the SOW and fees shall incur.

**D. Work Location.** Services provided under this SOW shall be performed by Supplier's resources at: list exact work location address. If work will be performed remotely, specify remote location. (Ex: Remotely within the United States)

**E. Subcontractors.** By executing the SOW, Supplier attests its Subcontractors shall abide by all terms and conditions of this SOW and the Agreement. Buyer consents to the following Subcontractors.

Name of Subcontractor	Services provided by Subcontractor	Subcontractor Work Address

**ADD SECTION F. LANGUAGE BELOW WHEN USING THE EMSA/PA AS THE GOVERNING AGREEMENT OR DELETE SECTION F. LANGUAGE IF THIS SOW IS GOVERNED UNDER THE UMSA**

**F. Warranties and Representations.**

1. **Supplier Services Warranty.** Supplier represents and warrants for 12 months after receipt of final payment (i) the Services will be performed in a good and workmanlike manner, (ii) the Services will be performed by

qualified personnel using reasonable diligence and care, and (iii) any Supplier applications will be performed substantially in accordance with their intended purpose and documentation.

2. **Mutual Representations.** Each party represents to the other that (i) it has duly formed and in good standing, (ii) it has the requisite power and has taken all actions necessary to execute this Agreement and all SOWs; and (iii) this Agreement and each SOW when signed by each party shall constitute legal, valid and binding obligations of that party in accordance with its terms.

## **II. Payment and Payment Milestone Conditions**

- A. **Pricing Schedule.** The pricing for this Fixed Fee SOW or Time and Materials SOW shall be as follows:

Milestone	Deliverables	Payment	Deliverable Due Date
Total			

- B. **Total Amount of SOW.** The total billable amount of this SOW shall not exceed \$ U.S. Dollars. The parties agree to a change in fees in accordance with (Section 4.2 of the PA) (Section 3.2 of the UMSA).
- C. **Final Inspection and Acceptance.** Buyer shall inspect all Services and Deliverables completed by Supplier under this SOW. The Contract Administrator must provide written acceptance that the Services and Deliverables have been completed by Supplier as required under this SOW. If the completed Services and Deliverables have not been accepted by the Contract Administrator, Supplier agrees to provide all necessary materials, permits, and services required at no additional cost to Buyer until the Contract Administrator provides written acceptance.
- D. **Payment Withhold.** When applicable, Buyer will withhold 10% of the amount due under this SOW when data is sent to Supplier. Buyer will make final payment to Supplier according to the agreed Payment Terms within the Agreement, upon receiving a completed Certificate of Data Return/Destruction Form from Supplier.

## **III. Buyer Administrative Details**

- A. **Contract Administrator.** Buyer will designate a Contract Administrator for this SOW and reserves the right to change such Contract Administrator at its discretion. Buyer shall provide Supplier written notice of any changes to the Contract Administrator.
- B. **Purchase Order Number.** Buyer shall assign a Purchase Order number after the execution of this SOW for administrative and invoicing purposes. All Supplier invoices shall include the assigned Purchase Order number. Failure to include the assigned Purchase Order relieves Buyer of its payment obligations under this PA until such failure has been remedied.
- C. **Invoices.** All Invoices shall be submitted through the Oracle Supplier Portal against the assigned Purchase Order number to this SOW and shall be emailed to the Contract Administrator.

## **IV. Supplier Attestation**

- A. By executing this SOW, Supplier attests that as of the effective date of this SOW Supplier is in compliance with the Government Programs provisions set forth in the Agreement, including all requirements relating to checking the OIG List and GSA List (as those terms are defined in the Agreement).

**Keep subsections 1-3 below for a Time and Materials SOW or DELETE the following subsections 1-3 if this SOW is for Fixed Fee.**

1. Buyer may generate an electronic invoice in its STP system on behalf of Supplier for the service(s) performed by first Wednesday of the month following the preceding financial month based on the Supplier's invoice cycling date. Buyer shall approve and pay the invoice based on the established payment terms and the current calendar year invoicing schedule with Supplier. If timesheet submission is required in the applicable time reporting tools, invoices will be created based off the approved time and paid in accordance with your payment terms.
2. **Professional Fees.** The Services under this SOW shall be performed in accordance with the following Roles and Hourly Rate(s). Changes to any role or rate below requires written approval by the Buyer's Contract Administrator and an Amendment to this SOW.

Role/Title	Hourly Rate
EXAMPLE: Consultant, Advanced	\$

3. **Insert Roster Language.** The Services under this SOW shall be performed on a time and materials basis in accordance with the billable rates and hours detailed in the Resource Roster for this SOW. Supplier shall complete the initial Resource Roster prior to execution of this SOW. Changes to the Resource Roster requires written approval by the Buyer Contract Administrator and Supplier. Buyer Contract Administrator, or Delivery Lead shall submit a new Resource Roster including the changes to Supplier Personnel to Contingent Labor [Contingentlabor@bcbsm.com](mailto:Contingentlabor@bcbsm.com) no later than seven (7) days prior to the effective date of the change. Buyer is not liable to pay for any labor performed by Supplier Personnel not on a fully approved Resource Roster on or before the resources start date. Resources that are not included on this Resource Roster shall not be entered into Buyer's time reporting tool (STP or other).

#### SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party hereby certifies and warrants that he or she has the actual authority to bind their respective party to this SOW. Supplier acknowledges and attests that Services performed pursuant to this SOW by it or its third-party subcontractors shall ONLY be performed at remote locations within the United States.

#### BUYER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_