

Document validation results - healthcareco_coredata_msa_v2024.pdf/healthcareco_coredata_sow_v2024.pdf

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To: [REDACTED]

Document Validation Results





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Files Analyzed






1st file used: @MSA_STAGE/healthcareco_coredata_msa_v2024.pdf**2nd file used:** @SOW_STAGE/healthcareco_coredata_sow_v2024.pdf**Model used:** claude-4-sonnet

Compliance Summary

Compliant Items

-  **Confidentiality Clause:** SOW fully incorporates MSA confidentiality provisions by reference, ensuring complete alignment
-  **Effective Date:** SOW start date of November 1, 2024 properly falls within MSA effective period beginning October 1, 2024
-  **Notice Period:** SOW properly defers termination notice periods to MSA terms which specify 30 days for convenience and immediate for cause
-  **Renewal Options Clause:** SOW renewal terms fully comply with MSA requirements, both consistently state no automatic renewal

Non-Compliant Items

-  **Agreement Duration:** SOW duration compliant with MSA 2-year term limits but lacks specific end date, creating some uncertainty
-  **Data Security Clause:** SOW incorporates MSA data security requirements by reference but lacks additional specific security standards
-  **Force Majeure Clause:** Strong alignment with MSA requirements but SOW lacks complete clause text and relies entirely on MSA reference
-  **Indemnification Clause:** SOW lacks specific indemnification terms and only contains vague reference to MSA provisions
-  **Payment Terms:** Major non-compliance with MSA requiring 45-day payment but

	<p>SOW specifies 60 days, and upfront payment exceeds MSA limits</p> <ul style="list-style-type: none"> ✗ Standard Rate Per Hour: SOW hourly rate of \$150 significantly exceeds MSA approved standard rate of \$95 by 58%
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Detailed Analysis

Category	Evaluation Score	Evaluation Explanation
Agreement Duration	0.80	The SOW duration is compliant with MSA term limits as both documents specify a 2-year term from October 1, 2024, with no automatic renewal. The SOW operates on an ongoing basis within this defined 2-year framework, which is acceptable. However, the evaluation is not perfect (0.8 vs 1.0) because the SOW lacks a specific end date and relies on client requirements to determine completion, creating so
Confidentiality Clause	1.00	The SOW confidentiality requirements are fully consistent with MSA standards. The SOW explicitly incorporates all MSA confidentiality provisions by reference in Section 11, including confidentiality commitments, data security, and privacy requirements. This approach ensures complete alignment between documents without creating conflicts or gaps. The MSA provides comprehensive confidentiality defin
Data Security Clause	0.80	The SOW incorporates the MSA's data security requirements by reference in Section 11, which means the MSA's comprehensive data protection standards (technical/organizational measures, HIPAA compliance, breach notification) apply to the SOW work. While the SOW doesn't specify additional security standards beyond the MSA requirements, the incorporation by reference ensures the MSA's robust data prot
Effective Date	1.00	The SOW start date of November 1, 2024 falls within the MSA effective period, which begins October 1, 2024. The SOW commences one month after the MSA becomes effective, demonstrating proper sequencing and compliance with master agreement timing requirements. The chronological order is correct: MSA effective October 1st, followed by SOW effective November 1st, ensuring the governing framework is in
Force Majeure Clause	0.80	The SOW force majeure provisions show strong alignment with MSA requirements. Both documents consistently limit coverage to natural disasters (floods, earthquakes, severe storms) and exclude payment obligations. The SOW appropriately references MSA governance for detailed terms. However, there's a minor procedural gap - the SOW lacks the complete force majeure clause text and relies entirely on MS

Category	Evaluation Score	Evaluation Explanation
Indemnification Clause	0.30	The SOW lacks specific indemnification terms and only contains a vague reference to "mutual obligations to protect against liabilities" being detailed in the MSA. While the MSA has clear client indemnification provisions in Article 9.2, the SOW's absence of explicit indemnification language creates significant inconsistency. The SOW should either incorporate the MSA terms by reference or include i
Notice Period	0.90	The SOW explicitly defers termination notice periods to the MSA terms, which is a proper governance approach. The MSA clearly specifies 30 days for convenience termination and immediate termination for cause (with 15-day cure period). While the SOW doesn't restate the specific periods, its explicit reference to MSA governance creates consistency. This represents mostly compliant alignment with onl
Payment Terms	0.30	The SOW has major non-compliance issues with MSA requirements. The MSA requires 45-day payment terms, but the SOW specifies 60 days for monthly invoices. The MSA mandates 25% upfront payment for SOWs over \$50K, but the SOW requires 50% upfront (\$75K vs required \$37.5K). These represent significant deviations from approved financial procedures, creating potential payment disputes and cash flow issu
Renewal Options Clause	1.00	The SOW renewal terms fully comply with MSA requirements. Both documents consistently state no automatic renewal, with the MSA requiring explicit written negotiation and agreement for any extension. The SOW explicitly references and aligns with the MSA's 2-year term and no automatic renewal provision. The SOW's continuation clause is subject to the underlying MSA's expiration, ensuring complete co
Standard Rate Per Hour	0.20	The SOW hourly rate of \$150 USD significantly exceeds the MSA approved standard rate of \$95 USD by 58%. This represents a major non-compliance with the established pricing guidelines. The MSA clearly states the standard negotiated rate unless "otherwise specified in a Statement of Work," but such deviations should typically be justified and within reasonable bounds. The substantial rate increase w