



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

SPECIAL ITEM NUMBER - 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 Information Technology Software

SPECIAL ITEM NUMBER - 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems, Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at: www.gsa.gov/schedules

Contract Number: GS-35F-0176X

Period Covered by Contract: **January 13, 2011 – January 12, 2021**

Pricelist current through Modification #0011, dated 10/27/2015

Business Size: Other than Small

Change Healthcare Operations, LLC

3055 Lebanon Pike
Suite 1000
Nashville, TN 37214-2239
Phone: 615-932-3000
Fax: 615-238-0948

www.changehealthcare.com

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CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
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132-32	TERM SOFTWARE LICENSES
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FSC CLASS 7030 INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Operating System Software, Application Software
Electronic Commerce (EC) Software, Utility Software
Communications Software
Core Financial Management Software, Ancillary Financial Systems Software
Microcomputers
Operating System Software Application Software
Electronic Commerce (EC) Software, Utility Software
Communications Software
Core Financial Management Software, Ancillary Financial Systems Software

132-51	INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
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FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or
Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note: Change Healthcare Operations, LLC wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments: LIST SINs

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See Price List on **page 18**

1c. HOURLY RATES (Services only): See Price List on **page 19**

2. MAXIMUM ORDER

<u>SIN</u>	<u>MAXIMUM ORDER</u>
132-32	\$500,000/per Order
132-51	\$500,000/per Order

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100.00 or as negotiated

4. GEOGRAPHIC COVERAGE:

SIN 132-32 - Domestic -50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities

SIN 132-51 Domestic - The 48 contiguous States and the District of Columbia only, and to a CONUS port or consolidation point for orders received from overseas activities

5. POINT(S) OF PRODUCTION:

1. 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214-4620
2. 3183 Rider Trail South, Earth City, MO 63045
3. 4548 S. Atherton Dr, Taylorsville, UT 84123
4. 1829 West Drake Dr. Ste. 106, Tempe, AZ 85283
5. 5881 Obispo Ave. Ste. 103, Long Beach, CA 90805
6. 300 Tri-State International, Suite 260, Lincolnshire, IL 60069

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30 days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit. (See GSAR 552.232-79 Payment by Credit Card)

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY:

- SIN 132-32 - Negotiated at the task order level.
- SIN 132-51 - Negotiated at the task order level.

11b. EXPEDITED DELIVERY: Negotiated at the task order level.

11c. OVERNIGHT AND 2-DAY DELIVERY: Overnight and 2-day delivery are available. Contact the Contractor for rates.

11d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination

13a. ORDERING ADDRESS:

**Change Healthcare Operations, LLC Attn: GSA
3055 Lebanon Pike
Suite 1000
Nashville, TN 37214-2239**

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS:

**Change Healthcare Operations, LLC Attn: GSA
3055 Lebanon Pike
Suite 1000
Nashville, TN 37214-2239**

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 615-932-3000

15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty. N/A for SIN 132-51
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** See 9a and 9b. above.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** Electronic and Information Technology (EIT) at the following: www.changehealthcare.com
The EIT standard can be found at: www.Section508.gov/.
25. **DUNS NUMBER:** 96-244-2567
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32)**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **866-924-4634** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00 AM EST to 8:00 PM EST**.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- (b) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **Not Applicable** % of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of **Not Applicable*** months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32 AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- c. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- d. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- e. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- f. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- g. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization

Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs

allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture

involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

See below for hourly pricing and Professional Labor Descriptions



Change Healthcare Operations, LLC

Labor Category Descriptions

Implementation Analyst

Minimum/General Experience: A Implementation Analyst (IA) will be qualified to independently gather client data, build the software in accordance with client data, and conduct training classes. Typically requires a minimum of four (4) years of relevant industry and/or product experience.

Functional Responsibility: The IA is the primary communication contact between the client and all groups within Change Healthcare and in addition to the project management functions the IA has a number of direct responsibilities:

- Evaluates the provided customer data, other installation information, and after Claim Master software is built, the IA evaluates results of test.
- Consults with clients on ways to improve the effectiveness of the customer provided information either through proposed procedural changes, client Hospital Information System changes or by having Change Healthcare resources perform custom programming (bridges).

During the implementation process the IA:

- Consults with client on organizational workflow procedures to enable the most effective use of the system.
- Personally delivers the training sessions which may be conducted remotely using in-house tools or at customer the client location.

Minimum Education: Bachelor's degree or 4 to 6 years of relevant industry and/or product experience.

Senior Program Manager

Minimum/General Experience: Fifteen (15) years of progressively more responsible experience is required in information systems management, or health plan operations. Experience is required in complete project development from inception to deployment. Proven expertise in the management and control of funds and resources must also be shown.

Functional Responsibility: Serves as the contractor's Program Manager, and shall be the contractor's authorized point of contact with the government Contracting Officer (CO or KO) and the Contracting Officer's Representative (COR). Interfaces with government management personnel, contract managers, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work quality, communicating policies, purposes, and goals of the organization to subordinates. Shall be available to manage contract performance and shall not serve in any other capacity under this contract. Experience is required in complete project development from inception to deployment. Proven expertise in the management and control of funds and resources must also be shown. The Program Manager shall also have demonstrated capability in the overall management of multi-task contracts of this type and/or complexity.

Minimum Education: Master's degree in a field applicable to this position, i.e., Computer Science, Information Systems, Engineering, Health Plan Administration, Business, or other related business or technical discipline. Bachelor's degree with five additional years experience may be substituted. PMP Project Management certification desired.

Project Manager

Minimum/General Experience: Ten (10) years of progressively more responsible experience is required in information systems management or health plan operations. The Project Manager shall also have demonstrated capability in the overall management of complex tasks, strong team building skills, and experience managing “similar” type and size projects.

Functional Responsibility: Serves as the contractor's Task Project Manager, and shall be the contractor's authorized point of contact with the government Task Manager. Under the guidance of the Contract Program Manager, responsible for the overall management of a specific Delivery Order, or, in the case of particularly complex Delivery Orders, responsible for management of a Delivery Order Task under the guidance of the Delivery Order Task Manager. Interfaces with government management personnel, contract managers, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work quality, communicating policies, purposes, and goals of the organization to subordinates. The Task Project Manager shall also have demonstrated capability in the overall management of complex tasks, and strong team building skills.

Minimum Education: Master’s degree in a field applicable to this position, i.e., Computer Science, Information Systems, Engineering, Health Plan Administration, Business, or other related scientific or technical discipline. Bachelor’s degree with four additional years experience may be substituted.

Subject Matter Expert

Minimum/General Experience: Ten (10) years related experience. Has extensive experience in providing advanced health plan functional and/or technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require a high level knowledge of the subject matter for effective implementation.

Functional Responsibility: Provides high-level subject matter expertise for work described in the program/task. Provides advanced functional and/or technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require a high level knowledge of the subject matter for effective implementation. From computer systems standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Is able to work independently at the highest level. Directs the composition or composes and finalizes documentation.

Minimum Education: Master's degree in computer science, information systems, engineering, health plan administration, business or other related discipline. Bachelor’s degree with four additional years experience may be substituted.

IT Systems or Business Analyst

Minimum/General Experience: Six (6) years of related work experience in designing, interpreting, implementing, and maintaining health plan business processes and related applications supporting automation. As well as improving application configurations. Interprets, implements, and maintains complex manual and automated systems and subsystems from processes thru specifications.. Directs or fine-tunes applications to maximize business processing and health plan functionality.. This person is responsible for integrating process and systems from multiple vendors into the overall organizational configuration to maximize data communications and resource sharing. Understands client organization's direction, structure, and requirements. Prepares requirements, specifications, business processes and recommendations. Defines test conditions. Develops accurate and complete test plans. Conducts testing according to plan. Identifies and documents system deficiencies and recommends solutions. Requires minimal supervision

Functional Responsibility: Interprets, implements, and maintains complex manual and automated systems and subsystems from processes thru specifications.. Directs or fine-tunes applications to maximize business processing and health plan functionality.. This person is responsible for integrating process and systems from multiple vendors into the overall organizational configuration to maximize data communications and resource sharing. Understands client organization's direction, structure, and requirements. Prepares requirements, specifications, business processes and recommendations. Defines test conditions. Develops accurate and complete test plans. Conducts testing according to plan. Identifies and documents system deficiencies and recommends solutions. Requires minimal supervision

Minimum Education: Master's degree in computer science, information systems, engineering, health plan administration, business or other related discipline. Bachelor's degree with two additional years experience may be substituted.

Trainer

Minimum/General Experience: Ten (10) years related experience. Has extensive experience in designing, building, providing, and leading advanced health plan functional and/or technical training programs on highly specialized applications and operational environments.

Functional Responsibility: Performs an organization-wide training assessment to evaluate and determine the scope and type of training required. Develops a training plan that documents the training resource requirements, the training classes required for specific job function, and the overall timeline required to deliver the training. Develops training materials and desktop guides. Creates curriculum and manages overall training schedule. Provides training on an as needed basis.

Minimum Education: Master's degree in computer science, information systems, engineering, health plan administration, business or other related discipline. Bachelor's degree with four additional years experience may be substituted.

Change Healthcare Operations, LLC			
GSA Pricing			
GS-35F-0176X			
SIN	Product	Pricing Tiers	GSA Price
Payer			
		Monthly Claims Volume	
132-32	Basic Payer eServices Software as a Service: Includes: EDI Professional & Institutional Claims (837 P & I), Direct or Hosted Eligibility Inquiries (270/271), Direct or Hosted Claim Status Inquiries (276/277), Electronic Remittance Advices (835), Change Healthcare Vision for Payers	1-50,000	\$0.464
		50,001-200,000	\$0.387
		200,001-500,000	\$0.358
		500,001+	\$0.348
		Monthly Claims Volume	
132-32	Value-Add Bundle 1: Paper-to-EDI Conversion Software as a Service, Claims Data Capture Offshore, Inclusive of full mailroom, documentation preparation, scanning, OCR and key validation of black & red HCFA & UB paper claims	1-50,000	\$0.387
		50,001-200,000	\$0.358
		200,001-500,000	\$0.329
		500,001+	\$0.290
		Monthly Claims Volume	
132-32	Value-Add Bundle 1: Paper-to-EDI Conversion Software as a Service, Claims Data Capture Onshore, Inclusive of full mailroom, documentation preparation, scanning, OCR and key validation of black & red HCFA & UB paper claims	1-50,000	\$0.609
		50,001-200,000	\$0.580
		200,001-500,000	\$0.551
		500,001+	\$0.513
Pharmacy			
		Monthly Claims Volume	
132-32	e-Prescribing Software as a Service: Electronic Prescription Network	Price per trans	\$0.155
132-32	Enhanced Pharmacy Switching Software as a Service: Includes Connect, Edit, Payer Compliance (Resubmission Services) and Auto E1	Bundled per trans rate-All Services	\$0.131
132-32	Durable Medical Equipment Software as a Service: Medicare DME, Medicaid DME and/or Medicare Flu	Price per trans	\$0.387
132-32	Commercial MedRx	Price per Accepted trans	\$0.967

Change Healthcare Operations, LLC		
GSA Pricing		
GS-35F-0176X		
SIN	Labor Category	GSA Hourly Rate
IT Professional Services		
132-51	Implementation Analyst	\$148.11
132-51	Sr. Program Manager	\$172.80
132-51	Project Manager	\$162.92
132-51	Subject Matter Expert	\$172.80
132-51	IT Systems or Business Analyst	\$162.92
132-51	Trainer	\$172.80