

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

INSIGHTS® software, from Healthcare Insights, LLC, turns hospital data into information that managers, frontline personnel, administrators, and senior staff can use to improve the operations of their healthcare facilities while reducing costs.

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-34 Maintenance of Software as a Service

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.



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Contract Number: **GS-35F-0297Y**

Period Covered by Contract: March 30, 2012 – March 29, 2017

**General Services Administration
Federal Acquisition Service**

Pricelist current: dated March 30, 2012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

SINs and PSCs OFFERED UNDER THIS PRICE LIST

Special Item No. 132-32 Term Software Licenses

Product Service Code: 7030 - Computer software, includes updates and support

Special Item No. 132-34 Maintenance of Software as a Service

Product Service Code: D139 - Computer software maintenance

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

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 – which is categorized under a difference SIN (132-34).

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
Special Physical, Visual, Speech, and Hearing Aid Software
Microcomputers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

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.

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering address:

Healthcare Insights, LLC
510 Roosevelt Drive
Libertyville, IL 60048

Payment address:

Healthcare Insights, LLC
3955 Treasury Center
Chicago, IL 60695-9500

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar

amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(847) 362-1244 or (847) 772-9200

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 026202692
- Block 30: Type of Contractor: B. Other Small Business
- Block 31: Woman-Owned Small Business - **** No****
- Block 37: Contractor's Taxpayer Identification Number (TIN): 36-4423049
- Block 40: Veteran Owned Small Business (VOSB): _____

*****Copy the applicable letter and corresponding language from the following list*****

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

- 4a. CAGE Code: 5VWY8
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 132-32	To be agreed
SIN 132-34	To be agreed

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

HCI NOTE re 6b: Does not apply to INSIGHTS software product offered.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - ____ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: See below

SIN	Description	Unit Quantity	Discount
132-32	Term Software License	Minimum (accommodates up to 50 users)	10%
132-32	Term Software License	Each additional user, 51 to 100	10%
132-32	Term Software License	Each additional user, 101 or greater	20%
132-34	Implementation	1 st and 2 nd entity (each)	10%
132-34	Add'l Implementation	3 rd to 6 th entity (each)	3%
132-34	Add'l Implementation	7 th or greater (each)	10.5%

- c. Dollar Volume: None
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A

10. Small Requirements: The minimum dollar of orders to be issued is \$54,000.00 annually, not including IFF fees.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 132-3 - Leasing of Product
- Special Item Number 132-4 – Daily / Short Term Rental
- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
- Special Item Number 132-12 - Equipment Maintenance
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 - Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services
- Special Item Number 132-53 – Wireless Services

Special Item Number 132-54 – Commercial Satellite Communications (COMSATCOM) Transponded Capacity
Special Item Number 132-55 – Commercial Satellite Communications (COMSATCOM) Subscription Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

<http://www.hcillc.com/information/accessibility.php>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

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.

Limited Warranty. Contractor (HCI) warrants as follows:

- That the Maintenance, Support and other Services and Software shall conform to HCI's representations, specifications and Related Documentation, and that Maintenance, Support and other Services shall be performed in a timely and professional manner by qualified and professional personnel and that Services and Software shall conform to the standards generally observed in the industry for similar services and systems.
- That the Software will interface with Legacy Software.
- That the Software, license to and use of by Licensee and the performance by HCI of Maintenance, Support and other Services provided shall comply with all applicable state and federal laws, rules and regulations.
- That the Software will operate on hardware and ancillary software set forth in INSIGHTS Hardware/ Software Specifications.
- That HCI has full power and authority to grant to Licensee the rights granted by Agreement without the consent of any other person.
- That HCI has clear title to the Software free and clear of all liens and encumbrances, except as specified herein to the contrary.
- That the Software shall not contain any viruses or contaminants including codes or instructions that could be used to delete or damage the Software.
- That HCI will use commercially reasonable efforts to respond on a timely basis to Licensee service requests ("Cases") submitted, and provide services and support to Licensee to return Software to normal operations ("Solutions") except for Software service interruptions beyond the reasonable control of HCI.

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.

HCI NOTE re: 2.b. above, the terms "merchantable" or "merchantability" do not apply.

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 to provide support to designated Licensee representatives during regular business hours from 8:00 a.m. to 5:00 p.m. Central time, with respect to a substantial and material error.

The Contractor shall provide designated representatives of Licensee with access to qualified maintenance and solution support personnel in order to assist Licensee in the use of System. Licensee's access to such personnel will be by means of the HCI *Cases and Solutions* automated product support application ("Cases and Solutions") available on the website, telephone, facsimile, and electronic mail.

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.

_____ [X] 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 lesser 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.

HCI NOTE re: 5.b. above, HCI requires 90 days notice for term and/or maintenance discontinuation.

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.

HCI NOTE re: 5.c. above, HCI requires 90 days prior to expiration of order notice for term and/or maintenance termination.

- 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 _____% of all term license payments during the period that the software was under a term license within the ordering activity.

HCI NOTE re: 6.a. through 6.d. above, neither conversion to perpetual license nor fully paid up, non exclusive perpetual license of the INSIGHTS product is available or offered by HCI.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____ * 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.

HCI NOTE re: 7.a. and 7.b. above, accrual of a fully paid up perpetual license of the INSIGHTS product is not available or offered by HCI.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, 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:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) 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.
 - (3) 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.
 - (4) 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.

HCI NOTE re: (4). above, software is a proprietary product or HCI and may not be modified by any third party.

(5) "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 AND SIN 132-33)

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.

HCI NOTE re: (5). above, software does not include conversion credits.

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.

HCI NOTE re: 11 above, INSIGHTS licenses may not be copied.

**PRODUCTS AND SERVICES:
DESCRIPTION OF INSIGHTS SOFTWARE,
TECHNICAL SUPPORT SERVICES, AND PRICING**

1. DESCRIPTION OF INSIGHTS® SOFTWARE

INSIGHTS® is a simple-to-use software product that brings together all the disparate data that reside in a hospital's financial and operational systems and subsystems, turning data into information that managers, department heads, frontline staff, administrators, clinical staff, and executives are able to use immediately to improve the operations of their healthcare facilities while reducing costs.

INSIGHTS fully integrates budgeting, financial monitoring, labor management, and scorecards/reporting:

- Budgeting is completed in days instead of months.
- Reports are paperless and on-demand, eliminating delays and missed deadlines.
- Alerts are triggered automatically when performance veers from plan.

With INSIGHTS, managers can focus on the most important issues, investigate problems, and take corrective action quickly. INSIGHTS gives hospital personnel the tools they need on their desktops every minute of every day to improve hospital outcomes.

INSIGHTS comprises advanced software technology, data management, training, and ongoing expert support.

2. TECHNOLOGY

INSIGHTS requires only a broadband connection to the client's intranet to install and support. HCI has designed and tested the recommended INSIGHTS hardware and software specifications over a period of several years to provide the appropriate configuration for INSIGHTS at a reasonable cost.

INSIGHTS architecture uses the familiar Microsoft operating environment and an SQL Server database, deploying the most current Microsoft .Net 3.5 tools—including the latest "smart client" technology and "Click Once" install. That means INSIGHTS offers every advantage of web-based architecture (ease of maintenance, single click installation, and automatic updating) without the restrictions of a "narrow pipe" browser-based interface. Most often INSIGHTS is installed on a dedicated server behind the client's corporate firewall as part of the healthcare institution's internal network.

The following provides detailed description of the scope of project services provided by HCI to licensed users of its INSIGHTS financial decision-support software and service suite.

3. DEFINITIONS

The following terms are defined terms:

"Acceptance Date" means the earliest date on which Licensee's Income Statement is loaded in the Software and balanced to Licensee's legacy books and records for the current fiscal year.

"Additional Installation" means an additional implementation of System at a Licensee's Facility required for each business entity of Licensee that either: i) is processed on unique financial Legacy Software; ii) maintains its financial records in a unique chart of accounts; or iii) observes a unique fiscal year.

“Additional Installation Fee” means the amount to be paid by Licensee to HCI for an Additional Installation plus applicable taxes, if any.

“Automated License Authentication” means periodic auditing and verification of Facility and Named User licensing for the Software performed remotely by HCI in order to notify Licensee in advance of License renewal and enforce license compliance requirements.

“Cases and Solutions” means the automated INSIGHTS support and knowledge-base application available to Licensee on the HCI Website.

“Common User Account” means a common user name or common user password being shared by more than one individual person for access to the Software.

“Confidential Information” means proprietary and/or confidential information disclosed to the other party orally or in electronic or written forms, which is identified as “CONFIDENTIAL”, or which the receiving party knows or should reasonably know to be confidential. Parties acknowledge that all information about the other party’s business plans, technology, proprietary rights, customers and suppliers shall be deemed Confidential Information.

“Error” means a material deviation between the performance of Software and the Related Documentation that prevents the Software from operating substantially in accordance with the published functional specifications, including the Related Documentation.

“Error Corrections” means one or more modifications or additions that when made or added to Software either establishes material conformity of the Software to the published functional specifications, including the Related Documentation or eliminates the practical adverse effect.

“Enhancements” mean modifications and minor upgrades made by HCI to the Software, which do not constitute a New Release.

“ETL” means “Extract, Transform and Load”, a unique automated process that involves extracting predefined data from a single instance of Legacy Software, transforming the data to fit the operational needs (which can include quality levels) of the Agreement and loading the data into the Software.

“Implementation” means the Services required to install, test, implement and launch the Software on the Licensee Network at a single Licensee Facility.

“Intellectual Property Rights” means all worldwide copyright, trade secret, know-how, trademark, service mark and patent rights (including rights in inventions, patent applications and letters patent) and all other intellectual and other property rights in and to Software and Related Documentation and Confidential Information relating thereto.

“INSIGHTS” or “INSIGHTS Solution” shall mean computer-programming code in encrypted or unencrypted Object Code form developed by HCI plus Related Documentation that is marketed by HCI as INSIGHTS® and any Enhancements thereto and computer-programming code developed by HCI to integrate the Software with Licensee’s files, databases and Legacy Software.

“INSIGHTS Administrator” means a Named User designated by Licensee and authorized for full administrative access to INSIGHTS Solution.

“INSIGHTS University” means the online learning resource offered by HCI to improve INSIGHTS Solution user job performance, effectiveness and career development through better understanding of the INSIGHTS Solution.

“Legacy Software” means the Licensee’s financial, operational, clinical, and other information software systems, databases and files that Licensee and HCI mutually agree will require an ETL to the Software prior to performing the Services to implement the System at Licensee Facilities.

“Licensee” means a licensee, including a Government ordering activity, who has obtained an authorized license of the Software.

“Licensee's Facility" or "Licensee's Facilities" means Licensee's principal offices and facilities.

“License Fee” means the monthly fee payable to HCI by Licensee under Agreement for use of the System plus applicable taxes, if any.

“Licensee's Network” means Licensee's computer network at Licensee’s Facilities.

“Maintenance and Support Services” has the meaning set forth hereinafter in the Section titled Maintenance and Support Services.

“Minimum License Fee” means the minimum monthly fee payable to HCI by Licensee under Agreement for the System plus applicable taxes, if any.

“Minimum License Fee per Additional Installation” means the minimum monthly fee payable to HCI by Licensee under Agreement for unlimited use of System for fifty (50) named users at an Additional Installation plus applicable taxes, if any.

“Named User” means an individual person designated by Licensee with an identifiable name who is permitted to use the Software on a per Individually Named User basis.

“New Release” means one or more new releases, new versions and/or major upgrades of the INSIGHTS Solution.

“Object Code” means computer programming code in binary form, which is intended to be directly executable by a computer after suitable processing and linking but without the intervening steps of compilation and assembly.

“Outsourcer” means a third party company, which provides data center, computing or other services to Licensee. Such services may include using the Software to benefit Licensee, executing software on Licensee's equipment, executing software on the Outsourcer's equipment, or any combination thereof.

“Proprietary Notice” or “Proprietary Notices” means the copyright notices, trademark notices, patent markings, trade secret legends, confidentiality labels and other notices or legends that HCI shall use or specify from time to time.

“Related Documentation” means the user manuals, specifications and documentation normally included in the delivery of the Software.

“Revenue Management Development” or “RMD” means any INSIGHTS Solution custom report development service request relating to cost accounting, clinical reporting, and analysis of profitability or similar.

“Services” means installation, implementation, solution support and user training services relating to the Software.

“Software” means that version of the information processing program(s) in encrypted Object Code or binary form only, stored on some medium, including Related Documentation, developed or marketed by HCI under the trade name of INSIGHTS. “Software” includes any subsequent Enhancement, modification, upgrade or New Release of the Software

“Source Code” means human readable computer source code for Software, deposited on computer magnetic or digital media; all necessary and available instructions, explanations, commentaries, proprietary information and technical documentation which will enable a reasonably skilled computer programmer or analyst to maintain the Software without the aid of HCI or any other person or reference to any other materials, including maintenance tools, service software and documentation (test programs and program specifications), proprietary Software utilities (compiler and assembler descriptions), and a description of the software/program generation; descriptions and locations of programs not owned by HCI but required for use and/or support.

“Supplemental Implementation Service” means the Services required in the event that Licensee or a third party other than HCI alters or modifies one or more Licensee legacy financial system to such an extent that it affects the INSIGHTS implementation, the operability of an existing ETL, or Licensee desires ETL to an additional legacy system following Acceptance Date, or Licensee desires additional administrative user training or custom reports.

“Supplemental Implementation Fee” means the amount payable to HCI by Licensee for Supplemental Implementation Service.

“System” means the Services and Software together.

“Website” or “HCI Website” means the Internet site operated by HCI to provide access to the System and Related Documentation, with the Uniform Resource Locator of <http://hcillc.com/> (or any successor URL).

4. ASSUMPTIONS

- a) Each Licensee Facility shall utilize the same unique Legacy Software, ii) maintain its financial records in one, unique chart of accounts, iii) observe one, unique fiscal year or iv) utilize common INSIGHTS administrative rights;
- b) A standard chart of accounts is utilized by all Licensee Facilities with individual accounts not reused for unrelated purposes at any entity;
- c) A single, consistent income statement, balance sheet and organizational tree is deployed across all Licensee Facilities;
- d) Licensee will make available reasonable staff resources, project liaison and coordination services, office space, and training facilities as detailed in the INSIGHTS implementation project plan;
- e) HCI will provide a hardware and software environment for INSIGHTS that complies with Hardware and Software Specifications published by HCI;
- f) INSIGHTS server will be dedicated solely to running the SQL Server application and INSIGHTS;
- g) Licensee will provide HCI with ongoing secure remote access for a minimum of two concurrent users to INSIGHTS server on client’s internal network for the purposes of maintaining and enhancing the INSIGHTS solution;
- h) Licensee project team leader will serve as project liaison to HCI for the purpose of expediting the collection of data and scheduling of meetings. Project team leader will facilitate access to client’s administration as needed; and
- i) HCI will assign a professional implementation team with resources sufficient to achieve the INSIGHTS implementation project plan within the agreed schedule including onsite training of all of Named Users.

Ordering activity acknowledges HCI's interpretation of the requirements and features described herein. Any recommendations for equipment, programs, and services contained in this proposal are estimates and are based on observations of similar clients. While HCI believes these estimates to be sound, no warranties, expressed or implied, are made at this time. Furthermore, any changes or modifications to HCI's standard agreement will occur only during formal contractual discussions with an authorized HCI representative.

5. **INSIGHTS® SOFTWARE SYSTEM AND SERVICES**

A. **SERVICES AND TERMS.** HCI agrees to provide term software licensing (SIN 132-32) and software maintenance (SIN 132-34) as described as follows in exchange for the fees detailed in HCI's offered pricing.

A.1 Implementation.

A.1.1 **Services.** HCI agrees to provide the following services to Licensee to install and implement the Software:

- a. Three (3) on-site visits to Licensee Facility to deliver:
 - i) Financial Reports, Alerts, and Monitoring Implementation
 - ii) Hands-on INSIGHTS® user training
 - iii) Hands-on assistance for initial INSIGHTS Budget
- b. Install and test Software on Licensee's Network;
- c. Install implement and test ELT subject to Licensee's responsibility to locate, identify and create extract of Licensee data from Legacy System as described in Section 3.1;
- d. Total immersion user training of designated administrative users as mutually agreed by Licensee and HCI;
- e. Custom instructor-lead, two (2) hour hands-on on-site training of each Named User as mutually agreed by Licensee and HCI; and
- f. Access to "Cases and Solutions" training, support and services monitoring application on the Website.

A.1.2 **Additional Installations.** An additional installation of System ("Additional Installation") will be required for each Licensee Facility that either: i) is processed on a separate, unique legacy financial software system; ii) maintains its financial records in a separate, unique chart of accounts; or iii) observes a separate, unique fiscal year. HCI will be entitled to receive an Implementation Fee for each Additional Installation beyond the initial installation. In addition, HCI will be entitled to receive not less than the Minimum License Fee per Additional Installation (five thousand \$5,000 dollars) for each Additional Installation.

A.1.3 **Supplemental Implementation.** Licensee may request Implemental Services after Acceptance Date for any of the following:

- i) Correction or repair an existing ETL where third party other than HCI alters or modifies a Legacy System to such an extent that INSIGHTS implementation or the operability of an existing ETL is impaired;
- ii) Create a new ETL to connect an additional Legacy System to INSIGHTS;
- iii) Total immersion training of new or replacement administrative users following Implementation or
- iv) Custom Reports.

A.2 License. Authorized use of INSIGHTS software shall be granted to Licensee for term period as described in GSA Schedule Contract under “Periods of Term Licenses (SIN 132-32) and Maintenance (132-34).”

A.2.1 License Fee. Licensee agrees to pay a fee to HCI per the terms of GSA Schedule Contract and as defined by the task or delivery order.

A.3 Reimbursement of Project Related Expenses. Any contract travel required in the performance of IT/EC Services shall 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. HCI shall not use GSA city pair contracts. HCI shall not add the 0.75% Industrial Funding Fee onto the travel costs. Additional project-related costs that may include but are not limited to: postage, telephone, copying, data entry, shipping, overnight delivery, and special requirements including but not limited to vendor monitoring or compliance testing, costs associated with obtaining/ possessing such certifications, licenses and accreditations, and costs associated with obtaining/ possessing such certifications, licenses and accreditations for specific FSC/service code classifications offered and other administrative costs, including any ongoing costs established by Licensee for third-party escrow agency, vendor registration, screening and credentialing services shall be reimbursable to the extent agreed upon by HCI and the ordering activity and detailed in the task or delivery order.

B. PAYMENTS. Licensee agrees to pay HCI on invoice for services described herein, agreed upon by HCI and the ordering activity under the terms dictated by Master GSA Schedule 70 contract.

C. SYSTEM CAPABILITIES. HCI shall install and implement System at Licensee's Facilities with the following capabilities as described on the HCI website and in Related Documentation:

C.1 Capabilities at Installation.

- a. Organizational Rollup (customized as mutually agreed by the Parties)
- b. Income Statement Rollup (customized as mutually agreed by the Parties)
- c. Financial Monitoring (with Alerts as mutually agreed by the Parties)
- d. Operational Monitoring (with Alerts as mutually agreed by the Parties)
- e. Financial Statements (with drill-down to detail)
- f. Standard Report Library (consisting of approximately 100 reports)
- g. “What-If” Modeling
- h. Flexible Budgeting
- i. Capital Budgeting (with depreciation calculations)
- j. Position Control
- k. Scorecard (limited to FHMA Knowledge Network® Key Financial Statistics only)
- l. Project Management
- m. Labor Management (requires several months of INSIGHTS experience)
- n. Custom Reporting (additional fee): Custom Report(s) available as a Supplemental Implementation.

D. MAINTENANCE AND SUPPORT SERVICES. HCI shall provide the following Maintenance and Support Services for the Software.

D.1 Maintenance.

- a. HCI shall, without additional cost, provide to Licensee any New Release of Software.
- b. HCI shall use reasonable efforts to correct any Error when such Error is reported to HCI and can be duplicated by HCI. Licensee recognizes that future changes to its legacy information systems may limit the functionality of Software or may cause Software to cease functioning entirely. Licensee recognizes that such changes to its legacy information systems are beyond the control of HCI and that HCI may not succeed in restoring Software functionality.
- c. HCI shall, without additional cost, provide Licensee with all Error Corrections, and Enhancements that HCI develops or publishes, and that generally are made commercially available to other licensees of Software.
- d. HCI shall provide designated representatives of Licensee with access to qualified maintenance and solution support personnel in order to assist Licensee in the use of System. Licensee's access to such personnel will be by means of the HCI Cases and Solutions automated product support application ("Cases and Solutions") available on the HCI website, telephone, facsimile, and electronic mail. All telephone charges and common carrier charges incurred by Licensee will be the responsibility of the Licensee.
- e. HCI will provide support to designated Licensee representatives during regular business hours from 8:00 a.m. to 5:00 p.m. central time, with respect to a substantial and material Error.
- f. Should Licensee request modifications to the Software, or any assistance or support not specifically identified in Agreement, HCI will be under no obligation hereunder to perform such services. However, HCI may agree to perform such modifications, assistance, and/or support and invoice Licensee at its then current rates for similar services.

D.2 Support Services.

- a. HCI agrees to provide Licensee with access to secure content on the Website to download the System Installation Package.
- b. HCI agrees to provide Licensee with access to secure content on the Website to download current versions of all INSIGHTS User Manuals, INSIGHTS Administrator Manuals and INSIGHTS Training Manuals.
- c. HCI agrees to install System on dates to be mutually agreed upon by Parties in conformance with the current INSIGHTS_Installation_Notes_Project_Plan published by HCI.
- d. HCI agrees to provide Licensee with access to Cases and Solutions support tool available on the HCI website.
- e. HCI agrees to provide Licensee with access to a current Contact Directory to obtain telephone support from the INSIGHTS Solution Support Team.
- f. HCI agrees to enroll Licensee in INSIGHTS University, the online learning resource offered by HCI to improve INSIGHTS Solution user job performance, effectiveness and career development through better understanding of the INSIGHTS Solution.

- g. HCI agrees to staff its INSIGHTS Installation Team in conformance with the current INSIGHTS Installation Notes Project Plan published by HCI and this Agreement.
- h. HCI agrees to conduct ongoing Automated License Authentication for the System and to notify Licensee in advance of License renewal and compliance requirements.
- i. Parties understand that Agreement incorporates by reference the following supporting material:
 - i) INSIGHTS Hardware/Software Specifications;
 - ii) INSIGHTS Installation Notes Project Plan;
 - iii) INSIGHTS Solution Support Commitments; and,
 - iv) INSIGHTS Overview.

E. TERM. Agreement shall commence on the Effective Date and shall continue in full force and effect, as provided herein, for an initial term to be agreed upon by the Parties. For term-limited products or services, every subsequent term shall be purchased separately.

F. COMMITMENTS BY LICENSEE. Licensee and HCI acknowledge that the successful use of System will depend on the mutual cooperation of Parties. Licensee agrees to cooperate with and to assist HCI in the installation of System as described herein.

F.1. Project Liaison. Licensee will provide, without cost to HCI, adequate temporary office space, telephone services, high-speed Internet access and meeting coordination/ support services. The secure remote connection between HCI and Licensee will be established in compliance with INSIGHTS Implementation Hardware/Software Specifications. Licensee agrees to designate a representative (“Representative”) to serve as project liaison to HCI. Representative will facilitate collection of data, scheduling of meetings and access to Licensee’s administration as required.

Licensee agrees that reasonable requests of HCI or Representative for decisions, information (including formatted data downloads from Licensee’s legacy financial, operational and clinical systems in conformance with HCI data specifications); comments and approvals will be met by Licensee as reasonably necessary for HCI to fulfill its obligations set forth herein.

F.2. Additional Commitments.

- a. Licensee agrees to staff its INSIGHTS Installation Team in conformance with the current INSIGHTS_Installation_Notes_Project_Plan published by HCI.
- b. Licensee agrees to provide and maintain the INSIGHTS hardware and software environment in conformance with the current Hardware and Software Specifications published by HCI.
- c. Licensee agrees to provide HCI with an ongoing secure remote connection to Software on Licensee's Network as of the Effective Date for the purposes of maintaining the Software, enhancing the Software and to permit HCI to conduct periodic auditing/ verification/ tracking of Named User licenses (“Automated License Authentication”) for the System.
- d. Licensee agrees that secure remote connection between HCI and Licensee's Network will be established in compliance with INSIGHTS Implementation Hardware/Software Specifications.
- e. Licensee agrees that it will assume responsibility for all interfaces required to create an INSIGHTS Solution input file per HCI data layout specifications.

f. Licensee agrees that it will assume responsibility for the integrity of Licensee data in any file extract send to INSIGHTS Solution.

g. Licensee agrees that it will not use a Common User Account for Named Users.

G. GRANT OF LIMITED RIGHTS. HCI grants to Licensee a non-exclusive, non-transferable (except as specifically permitted hereinafter) license to operate System for internal use of Licensee only. Licensee shall not reproduce any of the materials, programs, documentation, manuals or aids related to System for the purpose of distribution to any other party. Licensee agrees that it will not permit any third party to review any of the materials, programs, manuals, aids, or Related Documentation for the System for the purpose of developing or reproducing any of the concepts and ideas contained in the Software. All Intellectual Property Rights, Object Code, programs, concepts, methodologies, templates, reports, audio/video recordings, aids and Related Documentation of the System remain the property of HCI and may not be reproduced by Licensee, for external use or shared with a third party without prior written approval by HCI. Licensee agrees not to develop any other product containing any of the concepts and ideas contained in System. Licensee will not (and will not permit any third party to) modify Software in any way. The license granted herein does not constitute a sale of Software or System or any portion thereof.

H. HCI PROPRIETARY RIGHTS.

H.1. Title to and ownership of the Software and Related Documentation, and all patent, copyright, trademark, trade secret and all other intellectual property rights, including any improvements made to Software and Related Documentation whether made by HCI or Licensee shall at all times remain with HCI. Any references to the "sale" of Software, Related Documentation or the System herein refers solely to the transfer of the media on which the software programs constituting the Software reside and the media on which the Related Documentation resides. No transfer of any intellectual property right shall be deemed to have occurred in connection with any such transfer of media, and all such intellectual property is only licensed to the Licensee as described in Agreement.

H.2. Proprietary Information. Licensee acknowledges that the Software and Related Documentation contain information, data and trade secrets that are proprietary to HCI. Licensee shall not take any action, such as profiling, de-compilation, reverse assembly or reverse engineering, to derive a source code version of the Software or to extract data or trade secrets there from. Licensee may not license, distribute or otherwise permit the use of the Software or Related Documentation except pursuant to and as limited by the terms of Agreement.

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party to a third party free of restriction and without breach of Agreement; v) is developed independently by the receiving party; or vi) which is required by law to be disclosed.

J. SOURCE CODE. For purposes of Agreement, Source Code means human readable computer source code for Software, deposited on computer magnetic or digital media; all necessary and available instructions, explanations, commentaries, proprietary information and technical documentation which will enable a reasonably skilled computer programmer or analyst to maintain the Software without the aid of HCI or any other person or reference to any other materials, including maintenance tools, service software and documentation (test programs and program specifications), proprietary Software utilities (compiler and assembler descriptions), and a description of the software/program generation; descriptions and locations of programs not owned by HCI but required for use and/or support.

One encrypted copy of the Source Code will be delivered by HCI to Licensee. If, during the term of Agreement, any of the following events occurs: (a) HCI files for protection under the U.S. Bankruptcy Code or an involuntary petition is filed against it and not dismissed within ninety (90) days thereafter in accordance with this paragraph; (b) HCI executes an assignment for the benefit of creditors; or (c) HCI's dissolution, where there is no successor organization, Licensee shall be entitled to receive a complete duplicate of any such intellectual property as embodied in the Source Code: i) upon written request by Licensee, unless HCI elects to continue to perform all of its obligations under Agreement, or ii) upon the rejection of Agreement by or on behalf of HCI by the bankruptcy trustee after written request therefore by Licensee. Source Code so delivered shall not be assigned to or owned by Licensee and shall be used solely for maintaining Software and otherwise strictly subject to the restrictions of Agreement. Licensee shall not make hard or electronic copies of the Source Code or disclose Source Code to any third party. All rights granted under Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the Bankruptcy Code. Parties agree that Licensee, as Licensee of such rights, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code.

Source Code shall be maintained by Licensee as Confidential Information in accordance with the terms of Agreement, and shall be used solely to operate the Software, and shall be returned to HCI, upon emergence from bankruptcy.

K. RESPONSIBILITY FOR USER NAME AND PASSWORD. Licensee agrees that it is responsible for all uses of HCI products and for maintaining confidentiality of Licensee's user names and passwords.

6. PRICING

A. INSIGHTS® DISCOUNTED PRICING — The INSIGHTS Solution is offered to any eligible hospital and/or healthcare institution’s single facility, for an up-front, one-time Implementation Fee plus monthly License Fee. If the hospital Licensee should desire the INSIGHTS Solution at a separate, related Licensee Facility (or facilities) that is either: i) processed on unique financial Legacy Software; ii) maintains its financial records in a unique chart of accounts; or, iii) observes a unique fiscal year, the INSIGHTS solution is available for an Additional Installation fee. When an Additional Installation(s) is required, the fee is applicable to each of the Licensee’s facilities in which INSIGHTS is additionally installed (License fees are additional for each such facility). If the Licensee should desire additional software services such as the design and development of special reports, data extraction-transformation-load (ETL), addition administrative user training not included in the price of the Implementation or in the price of the INSIGHTS software, such services are available for a Supplemental Implementation Fee. In the pricing charts below and on the following page are fees and discounts offered to GSA for the four items described above: Implementation; Additional Installation; Supplemental Implementation; and License fees. Fees for Implementation and Additional Installations are based on number of client Facilities. License fees are based on number of named users, with the basic (or block) License Fee covering up to fifty named users, and additional license fees on per-user basis for additional named users. Additional, related costs Project-related expenses, out-of-pocket and miscellaneous costs, such as travel-related costs are charged additionally. Any contract travel required in the performance of IT/EC 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. The Contractor shall not add the 0.75% Industrial Funding Fee onto the travel costs. Detailed descriptions and definitions of the services and software are provided in the preceding pages of this document: *PRODUCTS AND SERVICES: DESCRIPTION OF SOFTWARE, TECHNICAL SUPPORT SERVICES, AND PRICING*.

SIN 132-34 Maintenance of Software as a Service

Implementation and Additional Installations							
Category of Customer	Discount	Unit of Issue	Quantity	FOB	List Price each	Concession	Net Price each
All Categories	10%	Facility	1 st , and 2 nd Additional	Destination	\$48,500	none	\$43,650
All Categories	3%	Facility	3 rd to 6 th Additional	Destination	\$40,000	none	\$38,800
All Categories	10.5%	Facility	7 th or greater Additional	Destination	\$40,000	none	\$35,800
Supplemental Implementation							
Category of Customer	Discount	Unit of Issue	Quantity	FOB	List Price each	Concession	Net Price each
All Categories	0%	Facility	Per Day	Destination	\$1,200/day	none	\$1,200/day

SIN 132-32 Term Software License

INSIGHTS License Fee							
Category of Customer	Discount	Unit of Issue	Quantity	FOB	List Price each	Concession	Net Price each
Hospital Facility with 100 to 200 Beds	10%	Minimum 50 Named Users	Minimum 50 Named Users	N/A	\$5,000 / month	none	\$4,500 / month
Hospital Facility with 200 to 500 Beds	10%	Single Named User	Each additional user 51 to 100	N/A	\$100/ month per user	none	\$90/ month per user
Health System with 500 or more Beds	20%	Single Named User	Each additional user 101 to 150	N/A	\$90/ month per user	none	\$72/ month per user
Health System with 500 or more Beds	20%	Single Named User	Each additional user 151 to 200	N/A	\$80/ month per user	none	\$64/ month per user
Health System with 500 or more Beds	20%	Single Named User	Each additional user 201 or greater	N/A	\$70/ month per user	none	\$56/ month per user

B. INSIGHTS® — FEE SUMMARIES WITH IFF FEES

SIN 132-34 Maintenance of Software as a Service

Implementation and Additional Installations				
Unit / Quantity	Commercial Price	Discounted Price to GSA	With IFF Fees	Without IFF Fees
1 st , and 2nd facility	\$48,500	\$43,650	\$43,977	\$43,650
3rd to 6th facilities	\$40,000	\$38,800	\$39,091	\$38,800
7 th or greater facilities	\$40,000	\$35,800	\$36,069	\$35,800

Supplemental Implementation				
Unit / Quantity	Commercial Price	Discounted Price to GSA	With IFF Fees	Without IFF Fees
Day	\$1,200	none	\$1,209/day	\$1,200/day

SIN 132-32 Term Software License

INSIGHTS License Fee				
Unit / Quantity	Commercial Price	Discounted Price to GSA	With IFF Fees	Without IFF Fees
Minimum 50 Named Users/month	\$5,000	\$4,500	\$4,534	\$4,500
Each additional user 51 to 100/month	\$100	\$90	\$90.67	\$90
Each additional user 101 to 150/month	\$90	\$72	\$72.54	\$72
Each additional user 151 to 200/month	\$80	\$64	\$64.48	\$64
Each additional user 201 or greater	\$70	\$56	\$56.42	\$56

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **(Insert Company Point of contact, phone number, e-mail address, fax number)**.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity		Date		Contractor	Date
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BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.