



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**SCHEDULE 70 – GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software

SIN 132-34 MAINTAINCE OF SOFTWARE AS A SERVICE

Note: Contractor has been awarded under the Cooperative Purchasing & Disaster Recovery programs.

Optum Clinical Solutions, Inc.

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<http://www.optum.com/>

CONTRACT NUMBER: GS-35F-0589X

PERIOD COVERED BY CONTRACT:

September 14, 2011 - September 13, 2016

BUSINESS SIZE:

Large Business

Pricelist current through Modification #20, dated January 4, 2016

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

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- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
Special Item No.132-33 Perpetual Software License
Special Item No.132-34 Maintenance of Software as a Service
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
See Price Sheet
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.
Not applicable
2. Maximum order. *\$500,000*
3. Minimum order. *\$100*
4. Geographic coverage (delivery area). *Domestic delivery. 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.*
5. Point(s) of production (city, county, and State or foreign country). *Same as company address*
6. Discount from list prices or statement of net price. *Government prices are net*
7. Quantity discounts. *None*
8. Prompt payment terms. *None*
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
The Government purchase Card will be accepted for payment on orders below the micro-purchase threshold.

- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
The Government purchase Card will be accepted for payment on orders above the micro-purchase threshold.
10. Foreign items (list items by country of origin). *None*
- 11a. Time of delivery. (Contractor inserts number of days.)
SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)
132-33 30 Days
132-34 As Negotiated
- 11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
As negotiated on the task order level
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
As negotiated on the task order level
- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
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.
12. F.O.B. point(s). *Destination*
- 13a. Ordering address(es). *Same as company address*
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es). *Same as company address*

15. Warranty provision.
 - 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.*
16. Export packing charges, if applicable. *Not Applicable*
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). *None*
18. Terms and conditions of rental, maintenance, and repair (if applicable). *Not Applicable*
19. Terms and conditions of installation (if applicable). *Not Applicable*
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). *Not Applicable*
- 20a. Terms and conditions for any other services (if applicable). *Not Applicable*
21. List of service and distribution points (if applicable). *Not Applicable*
22. List of participating dealers (if applicable). *Not Applicable*
23. Preventive maintenance (if applicable). *Not Applicable*
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). *Not Applicable*
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/
<http://www.optum.com/>
25. Data Universal Number System (DUNS) number. *105505866*
26. Notification regarding registration in SAM.gov (formerly the Central Contractor Registration) database. *CAGE Code: 3V2V3*

TERMS AND CONDITIONS APPLICABLE TO 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 postacceptance 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 **781-557-3000** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 5pm EST, Monday through Friday excluding national holidays.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:
Software Maintenance as a Product (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 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.
- 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 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. 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, the period of the 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 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.
- 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**
Conversion from term license to perpetual license is not offered commercially.
- 7. UTILIZATION LIMITATIONS (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.
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.

8. SOFTWARE CONVERSIONS (SIN 132-33)

Software conversions are not offered commercially.

9. 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.

10. RIGHT-TO-COPY PRICING

Contractor does not allow the right to copy license under any circumstance.



LICENSE AND SERVICES AGREEMENT

THIS LICENSE AND SERVICES AGREEMENT made as of the ___ day of _____, 200___, is by and between **Optum Clinical Solutions, Inc.**, a Delaware Corporation, having its principal place of business at 100 Quannapowitt Parkway, Suite 405, Wakefield, MA, 01880 hereinafter referred to as "Licensor", and _____ with place of business at _____ hereinafter referred to as "Licensee."

WHEREAS, Licensor has created certain software programs and provides certain services associated with such software programs, and Licensee desires to license certain of Licensor's software programs and purchase certain of Licensor's services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **DEFINITIONS.** The following terms are used in this Agreement with the meanings set forth below. Other terms are defined in the body of this Agreement.
 - 1.1 "Agreement" shall mean this License and Services Agreement, and any exhibits and schedules attached hereto.
 - 1.2 "Annual Fees" shall mean the License Fees for Other Products that are paid on an annual basis as set forth in a Statement of Work.
 - 1.3 "Closed Loop System" means any system that provides medical care without human intervention.
 - 1.4 "Component Test" shall mean completion of the test performed by Licensee on the Software Programs as indicated in the project plan to ensure that Licensee's configurations will allow the Software Programs to perform in accordance with the Specifications.
 - 1.5 "Designated Facility" shall mean, with respect to the Software Programs, the physical location of the facility or facilities indicated in the applicable Statement of Work at which such Software Programs are licensed for use.
 - 1.6 "Effective Date" shall mean the date of this Agreement as first set forth above and the date of each applicable Statement of Work.
 - 1.7 "Error" shall mean, with respect to any Software Program, a material failure of such Software Program to conform to the Specifications as then in effect for such Software Program.
 - 1.8 "Fees" shall mean the Professional Services Fees, License Fees, Annual Fees and Maintenance Fees, collectively.
 - 1.9 "Go-Live-Date" shall mean the date a Software Program is available to Licensee for use in a production environment..
 - 1.10 "License Fees" shall mean, with respect to any Software Program, the fees payable by Licensee to use such Software Program as indicated in the applicable Statement of Work.
 - 1.11 "Maintenance Fees" shall mean, with respect to any Software Program, the fees payable by Licensee for the Maintenance Services associated with such Software Programs as indicated in the applicable Statement of Work.
 - 1.12 "Maintenance Services" shall mean the maintenance services with respect to the Software Programs that are described in Exhibit 1 hereto.
 - 1.13 "Modification" shall mean all modifications, enhancements, updates, derivative works, and translations of or to the Software Programs, the Other Products, and the Specifications.

- 1.14 “Other Products” shall mean, if applicable, the additional products or third party software being purchased by Licensee from Licensor as specified in a Schedule to the Statement of Work under such terms and conditions as are defined from time to time.
- 1.15 “Professional Services” shall mean, with respect to any Software Program, the implementation services, business transformation services, training services and any other applicable professional services to be provided by Licensor with respect to such Software Programs as indicated in the applicable Statement of Work.
- 1.16 “Professional Services Fees” shall mean, with respect to any Software Programs, the fees payable by Licensee for the Professional Services associated with such Software Programs as indicated in the applicable Statement of Work.
- 1.17 “Services” shall mean the Professional Services and Maintenance Services, collectively.
- 1.18 “Services Fees” shall mean, with respect to any Services, the fees payable by Licensee for each of the Services, as applicable, as indicated in the applicable Statement of Work.
- 1.19 “Software Program(s)” shall mean Licensor’s proprietary computer software products for use on the supported hardware in machine readable object code form only, including the Specifications, and any Modifications, Error corrections, and new releases provided to Licensee as part of Maintenance Services, as specified in any Statement of Work. The Software Program may, if applicable, include Other Products that are provided in connection with the Software Programs pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.
- 1.20 “Specifications” shall mean user manuals and written system specifications supplied by Licensor for the Software Programs and Licensor’s interface specifications located at <http://www.optum.com/>, or as otherwise updated by Licensor as part of Maintenance Services.
- 1.21 “Starter Set” means and includes but is not limited to screens, user definable fields and reports, and as may be further described herein.
- 1.22 “Statement of Work” shall mean with respect to any Software Program, the Statement of Work entered into hereunder and incorporated herein, under which Licensor licenses such Software Programs to Licensee and Licensee licenses such Software Programs from Licensor.

2. ORDERS FOR SOFTWARE AND SERVICES

- 2.2 Licensee will be responsible for the purchase, installation and support of any hardware and third party software, excluding the Other Products, if any, necessary to operate the Software Programs. A Statement of Work may set forth the hardware and third party software configuration required to operate the Software Programs subject thereto.

3. GRANT OF LICENSE

- 3.1 The license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements, which shall be attached to the applicable Statement of Work. The registered or unregistered trademarks used to describe the Software Programs are and shall at all times remain the sole and exclusive property of Licensor or Licensor’s respective third party software supplier, as well as all right, title, and interest to such Software Programs shall at all times remain the property of Licensor or any third party software supplier. Licensee acknowledges that any breach of this Agreement by its employees or authorized agents shall constitute a breach by Licensee.
- 3.2 Licensor, in its sole discretion, may provide a Starter Set for certain of its Software Programs, excluding Other Products, licensed herein to assist the Licensee in their implementation of such Software Programs. This Starter Set is being licensed on an “**AS IS**” basis and Licensor shall not be liable for any use of such Starter Set in a production environment

- 3.3 **U.S. Government Restricted Rights.** If Licensee is an agency of the United States Government, or the license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Licensee agrees that the Software Programs are provided with restricted rights, pursuant to applicable regulations.

4. RESTRICTIONS

- 4.1 The Software Programs may only be used by Licensee in furtherance of Licensee's internal operations at a Designated Facility. Licensee's use of the Software Programs at a facility that is not a Designated Facility is a violation and breach of this Agreement; however, Licensee may, with Licensor's prior written consent, change a Designated Facility or add additional Designated Facilities; provided that in each case, (i) Licensee executes a new Statement of Work which names the new facility as a Designated Facility; (ii) Licensee pays any applicable Professional Services Fees as requested by Licensee and, (iii) pays any additional License or Maintenance Fees that may be required to add a Designated Facility.
- 4.2 The Software Programs may only be used by Licensee in the care area that a Software Program was developed for (i.e Operating Room, Anesthesia, Critical Care, Emergency Department), as set forth in the Specifications. Use of the Software Programs for other than its intended use shall be a material breach of this Agreement by the Licensee.
- 4.3 Licensee shall not, and shall not permit its employees or authorized agents to, (i) copy or otherwise reproduce the Software Programs in whole or in part, except for such copying as is essential for archival, test and system recovery purposes; (ii) modify, adapt, disassemble, decompile, or otherwise reverse engineer the Software Programs or any part thereof (or otherwise attempt to create or divulge any related source code); (iii) create Modifications; or (iv) use the Software Programs in any manner to provide services to any third party or any facility other than a Designated Facility. For purposes of clarification, Licensee shall not be prohibited from remotely accessing the Software Program, provided such remote access is to provide services for a Designated Facility and otherwise in compliance with this Agreement.
- 4.4 Except as otherwise provided in this Agreement, Licensee shall not, and shall not permit its employees or authorized agents to, sell, lease, assign, sublicense or otherwise transfer the Software Programs or any portion thereof, or this Agreement or any Statement of Work.
- 4.5 If applicable to Licensee and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the "**Sublicense Agreements**") and subject to the terms and conditions of this Agreement, Licensor is granted a sublicense with respect to the Other Products designated in a Statement of Work.
- 4.6 Licensee may not video tape or otherwise record any of Licensor's training classes or product demonstrations.

5. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

- 5.1 As between Licensor and Licensee, Licensee agrees that Licensor is the sole owner and has all right, title and interest in and to the Software Programs or the rights to such Software Programs, including any Modifications, Specifications, training materials and documentation related thereto. Nothing in this Agreement shall change Licensor's or any of its licensor's ownership rights to its respective intellectual property, including but not limited to the Software Programs, the Other Products, the Modifications and the Specifications. Any intellectual property rights arising from the provision of the Services related to the Software Programs shall vest automatically in Licensor.
- 5.2 "**Confidential Information**" means any trade secret or other non-public information of a disclosing party (the "**Disclosing Party**"), whether of a technical, business, or other nature (including, without limitation, information relating to the Disclosing Party's technology, software, products or offerings, services, designs, methodologies, business or marketing plans, finances, customers, prospects or other matters), that is disclosed to the receiving party (the "**Receiving Party**") during the term of this Agreement and that the Receiving Party, due to the nature

of the information being disclosed or the manner in which it is disclosed, would be reasonably inferred, based on industry standards and prudent business judgment, to be confidential and/or proprietary to the Disclosing Party. For the avoidance of doubt, Confidential Information also includes any information that is protected by applicable law, statute, or regulation, including the Health Insurance Portability and Accountability Act.

Licensee and Licensor hereby agree to maintain the confidentiality of this Agreement and of the Confidential Information using at least the same degree of care and security as each uses to maintain the confidentiality of its own Confidential Information. The parties will at all times preserve and protect such Confidential Information and any other proprietary or non-public information of the other party.

Confidential Information does not include information, technical data or know-how which (i) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the Receiving Party, or (iii) is approved by the Disclosing Party, in writing for release, or (iv) is obtained by the Receiving Party from a third party without breach of any obligation to the Disclosing Party, or (v) is independently developed by the Receiving Party, as shown by documentation created contemporaneously with such independent development. Confidential Information may be disclosed by law or court order; provided, that the Receiving Party must promptly notify the Disclosing Party of any information received from the Disclosing Party which the Receiving Party is required to disclose by law or court order, and must take reasonable steps to minimize the extent of such disclosure.

- 5.3 Licensee acknowledges that the Software Programs, together with the ideas and expressions thereof, contain proprietary and Confidential Information of Licensor, and that Licensor is disclosing such proprietary and/or Confidential Information only on a need to know basis to Licensee. Licensee shall not cause or permit the decompilation, disassembly or reverse engineering of the Software Programs or its components or the disclosure, copying, loan, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise) or other dissemination of the Software Programs. In addition, Licensee shall not cause or permit the dissemination of Licensor's Confidential Information in whole or in part, including but not limited to the Specifications, source code, and object code, in any manner to any third party without the prior written consent of the Licensor and shall only provide such Confidential Information to its employees and authorized users on a need to know basis and subject to the terms of this Agreement.
- 5.4 Licensee, its employees and authorized agents shall keep the Software Programs confidential and take all commercially reasonable precautions to prevent the Software Programs from being copied or reproduced, in whole or in part, by any person, firm or corporation at any time without the prior written consent of the Licensor, and to provide that no unauthorized persons shall have access to the Software Programs, and Licensee will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to the Software Programs, including representatives of Licensee, to restrict the disclosure, duplication or reproduction of the Software Programs so as to enable Licensee to satisfy its obligations hereunder. Licensee shall limit use of and access to the Software Programs to those employees and agents of Licensee directly involved in the use of the Software Programs and Licensee shall take all reasonable steps to safeguard the system and to ensure that no persons authorized to have access to the Software Programs shall take any action in violation of this Agreement. Licensee shall promptly report to Licensor any actual or suspected violation of this section and shall take further steps as may reasonably be requested by Licensor to prevent or remedy any such violation.
- 5.5 Licensee shall not alter or remove any copyright, trade secret, patent, trademark, proprietary and/or other legal notices contained on or in copies of the Software Programs and shall reproduce all such notices on or in all copies permitted to be made under this Agreement.

6. SERVICES

PROFESSIONAL SERVICES. Professional Services will be provided to Licensee as set forth in a Statement of Work, other applicable Schedules attached to each Statement of Work, or as otherwise set forth in this Agreement.

Licensee agrees to provide the resources and perform the responsibilities assigned to it, in a timely manner, pursuant to the Statement of Work and any key project milestones or applicable milestone dates. Failure by Licensee to provide resources or perform its responsibilities to meet such key project milestones or milestone dates shall not relieve Licensee of any payment obligation as set forth in this Agreement or any accompanying Statement of Work.

If Licensee causes a delay in the start of the kick-off meeting as set forth in the Statement of Work (the “**Implementation Start**”) under any Statement of Work beyond 180 days from the Statement of Work date, Licensor may, at its discretion, increase the License Fees for the Software Programs, to reflect Licensor’s then current price for such Software Programs. In addition, Licensor may, at its discretion, charge up to an additional ten percent (10%) of the total Professional Services Fees as set forth under said Statement of Work for each full month extending past the 180 day time period. Licensee agrees to pay such increases in full without deduction within thirty (30) days of the invoice date for such additional fees.

If after the Implementation Start, Licensee delays the performance of the Professional Services by Licensor as set forth in a Statement of Work, Licensee shall be responsible for payment to Licensor for Services beyond the expected implementation completion date (the “**Implementation Completion**”) on a time and materials basis to complete the Professional Services based on Licensor’s then current hourly rates to be invoiced on a monthly basis.

ADDITIONAL PROFESSIONAL SERVICES. Licensor may provide, upon Licensee’s request, additional Professional Services to Licensee, at times mutually agreed by both parties, at Licensor’s then current hourly rate plus travel and out-of-pocket expenses.

MAINTENANCE SERVICES. Provided that Licensee has paid the applicable Maintenance Fees, Maintenance Services will be provided by Licensor as described in Exhibit 1. If Licensee chooses not to purchase Maintenance Services or if Maintenance Services are terminated, Licensor is no longer responsible for its obligation under Exhibit 1.

CHANGE OF SCOPE At any time during the provision of Professional Services, should Licensee desire Licensor to provide any additional Services in the form of a modification of or a change to the Professional Services already contracted for under this Agreement or Statement of Work, Licensor and Licensee shall comply with the following:

Submission of Request. Licensee shall submit to Licensor in writing all requests by Licensee for any such additional Services which alter, amend, add to, or delete from the Professional Services and/or time, and/or place of performance (hereinafter referred to as “**Change Order Request**”) under this Agreement. Such requests shall include, but may not be limited to, added services, changes in agreed upon project timelines, delays in key milestone events, requests for re-performance of training or other services not contracted with Licensor.

Review/Acceptance of Change Order Procedure. Licensor will evaluate and respond to a Change Order Request at no additional charge to Licensee within ten (10) business days following Licensor’s receipt of the Change Order Request. Licensor’s written response shall include a statement of the availability of Licensor’s personnel and resources, the impact, if any, on the Go-Live-Date and the change in costs, if any (hereinafter referred to as the “**Change Order Form**”). Licensor in its sole discretion may refuse to accept any Change Order Request. Licensor shall charge Licensee for any accepted Change Order Requests at Licensor’s then current time and materials rate for the Services provided and invoice Licensee for Services Fees as incurred on a monthly basis. Should Licensee elect to authorize such Change Order Form, Licensee will within ten (10) business days of receiving the Change Order Form, provide Licensor with a signed copy of the Change Order Form on behalf of Licensee or request additional information or revisions to such Change Order Form at which time such document, upon the execution by Licensor, shall become a valid Change Order Form, which shall be incorporated into and become part of this Agreement.

Performance. Upon Licensor's receipt of the signed Change Order Form from Licensee, Licensor shall commence performance pursuant to the terms of the Change Order Form. Licensor shall not be obligated to perform any additional Services in advance of a signed Change Order Form from Licensee.

Binding Agreement. For the purposes of this Agreement, each Change Order Form signed by both parties shall be deemed incorporated into and part of this Agreement and each such Change Order Form shall constitute a formal amendment to this Agreement adjusting Fees and completion date as finally agreed upon for each signed Change Order Form.

7. WARRANTIES

7.1 Licensor warrants that:

- (i) it is authorized to grant the license(s) to the Software Programs hereunder;
- (ii) upon the Go-Live Date and for a period of thirty (30) days thereafter, the Software Programs will function in substantial conformance with the written Specifications.

7.2 Licensor's entire liability and Licensee's exclusive remedy for any breach by Licensor of the warranty in Section 7.1(ii) shall be for Licensor to provide the necessary functionality within 30 days of written notification of the Error by repairing the Software Programs, provided that Licensee supplies such additional information regarding the Error as Licensor may reasonably request, and further provided that the Error is not caused by (i) any Modification by Licensee of the Software Programs; (ii) use of the Software Programs in combination with hardware or software not supplied, recommended or authorized by Licensor; (iii) improper or unauthorized use of the Software Programs; (iv) any failure of the Software Programs due to external causes such as, but not limited to, power failures or electrical surges; or, (iv) use of the Software Programs in a manner inconsistent with the Specifications or this Agreement. If Licensor determines that Licensor is unable to repair the Software Programs as required by this Section 7.2, Licensor may refund to Licensee License Fees paid for the Software Program containing the Error and the license for such Software Program will be terminated.

7.3 The above warranties are the only warranties made by Licensor with respect to the performance of the Software Programs or results that may be obtained by the use thereof. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PROGRAMS AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.

8. INDEMNIFICATION FOR INFRINGEMENT

8.1 Licensor will defend at its expense and hold Licensee harmless from and against any third-party action brought against Licensee to the extent it is based on a claim that the Software Programs (excluding Other Products), when used in accordance with this Agreement, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Licensor shall be notified promptly in writing by Licensee of any notice of any such claim; (ii) Licensor shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Licensee shall cooperate fully with Licensor in the defense, settlement or compromise of such claim.

- 8.2 If the Software Program is, or in Licensor's opinion might be, subject to a claim of infringement as set forth above, Licensor may, at its option and expense, (i) procure for Licensee the right to continue using the Software Programs, (ii) modify the Software Programs so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software Programs, and grant Licensee a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date.
- 8.3 Licensor has no liability to Licensee under this Section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software Programs in combination with equipment or software not supplied or approved by Licensor hereunder where the Software Programs themselves would be non-infringing, (ii) use of the Software Programs in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software Programs other than the most recent release of the Software Programs provided to Licensee by Licensor, or (iv) Modifications of the Software Programs by anyone other than Licensor.
- 8.4 THIS SECTION 8 STATES LICENSOR'S ENTIRE LIABILITY FOR ANY INFRINGEMENT BY THE SOFTWARE PROGRAMS OR ANY PART THEREOF.**

9. FEES AND PAYMENT

- 9.1 The Fees, reimbursements and charges set forth in this Agreement or in a Statement of Work are exclusive of, and Licensee shall be responsible for, applicable federal, state or local sales, use and like taxes. Unless Licensee provides adequate proof of exemption from such taxes, Licensee shall pay or reimburse Licensor for any such taxes, and Licensor may add such taxes to any invoices submitted to Licensee by Licensor. Licensee shall pay all personal property taxes, if any, assessed against the Software Programs after delivery to Licensee. If Licensee is a tax-exempt entity, Licensee will provide Licensor with a copy of its current tax exempt certificate within five (5) business days from the Effective Date of this Agreement. Licensee is / is not a tax exempt entity.
- 9.2 TRAVEL AND OUT OF POCKET EXPENSES. Licensee shall reimburse Licensor for all out-of pocket expenses, including, without limitation, travel, meals and lodging expenses incurred by Licensor in providing Services for the Software Programs or any updates or enhancements thereto. Licensor shall invoice Licensee on a monthly basis for such out of pocket expenses, and payment shall be due within thirty (30) days of the invoice date.

10. LIMITATION OF LIABILITY

- 10.1 Except as set forth in Section 8, Licensor's maximum liability arising out of, or relating to, the creation, license, supply or use of the Software Programs or the provision of Services, or otherwise related to this Agreement, whether based upon warranty, contract, tort, or otherwise, shall not exceed the total License Fees received by Licensor from Licensee in connection with the matter giving rise to the claim. In no event shall Licensor be liable for costs of procurement of substitute products or services, loss of profits, loss or inaccuracy of data, or loss of use, or any special, incidental, exemplary or consequential damages, of whatever nature arising out of or relating to this Agreement, or arising out of or relating to the use, negligent use or non-use of the Software Programs by Licensee, its employees and agents, even if Licensor has been advised of the possibility of such damages and notwithstanding any failure of essential purpose.
- 10.2 Licensee agrees that Licensor shall not be liable for any financial loss or for any claim or demand against the Licensee by any other party. The parties agree that Licensor does not provide medical services to patients and that Licensee's use of the Software Programs does not affect the Licensee's obligations to exercise independent medical judgment in rendering health care services to patients. Licensor shall have no responsibility as a result of this Agreement for decisions made or actions taken or not taken in the conduct of Licensee's business, rendering patient care, or for information provided to insurance companies, governmental agencies or other payors. Licensee agrees not to utilize the Software Programs in any Closed Loop System. Use of Licensor's Software Programs requires Licensee to exercise independent clinical judgment in the delivery of patient care. Licensee acknowledges that any reliance upon the Software Programs by Licensee or any third party shall not diminish Licensee's responsibility for patient care. Licensee acknowledges and agrees that Licensee and its end

users are (i) responsible for verifying the critical outputs of the Software Programs (including, but not limited to, output in the form of data) that Licensee and its end-users know or should know has a potential negative impact on patient care; (ii) shall not rely solely on the Software Programs for data that Licensee or its end users know or should know may negatively impact patient care; and, (iii) shall not rely upon the Software Programs as the sole means of communicating life threatening or critically important results, including but not limited to, lab, pathology or radiology results. Licensee shall defend, indemnify and hold Licensor and its directors, officers, employees, agents, and suppliers harmless from and against all claims, liabilities and expenses (including legal fees) related to any claims with respect to the matters set forth in this Section 10, including, but not limited to, negligence or malpractice claims arising out of or resulting from the use or non-use of the Software Programs by Licensee or any of its agents or employees.

- 10.3 No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than two years after the cause of action has occurred or a party has learned of such cause of action, whichever occurs later.

11. GENERAL

- 11.1 **AUDIT.** Licensor may perform an audit of Licensee's usage of the Software Programs to verify use in accordance with the terms of this Agreement and/or any Statement of Work. The audit may be conducted (i) once every calendar year or (ii) in the event Licensor has a good faith reason to believe Licensee is utilizing the Software Programs in an unauthorized manner or more broadly than specified in this Agreement and/or any Statement of Work. Licensor will notify Licensee at least ten (10) business days in advance of Licensor's desire to perform an onsite audit and such audit will be conducted at a schedule agreed upon by both parties. Such audit shall be at Licensor's expense; however, in the event the audit reveals that Licensee is in violation of the usage terms of the Agreement, Licensee shall reimburse Licensor for such expenses and promptly pay Licensor for any additional License Fees and accrued Maintenance Fees not properly licensed or paid, such Fees will be invoiced at Licensor's then current rate.
- 11.2 **BUSINESS ASSOCIATES ADDENDUM.** Licensor and Licensee agree to comply with the provisions of the Business Associates Addendum attached hereto as Exhibit 2.
- 11.3 **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is due to any cause or condition reasonably beyond its control and not caused by such party's negligence.
- 11.4 **SEVERABILITY.** The unenforceability or invalidity of any provision shall not affect the force and validity of the remaining provisions and such invalid provisions shall be deemed severed from this Agreement and, if permissible and upon the mutual agreement of the parties hereto, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.
- 11.5 **DISCLAIMER OF AGENCY.** This Agreement does not constitute a partnership agreement, nor does it authorize either Licensor or Licensee to serve as a legal representative or agent of the other. Neither Licensor nor Licensee will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other.

The following Exhibits are made part of this Agreement and incorporated herein.

- Exhibit 1 – Maintenance Services
- Exhibit 2 – Business Associates Addendum
- Exhibit 3 – Travel and Expense Policy

EXHIBIT 1: MAINTENANCE SERVICES

1. SCOPE OF MAINTENANCE SERVICES

- 1.1 In consideration of Licensor performing the Maintenance Services, Licensee shall pay to Licensor the Maintenance Fees associated with such Maintenance Services (referred to in this Agreement as the “Maintenance Fee”) as specified in the Statement of Work at the commencement of the Initial Maintenance Term and which shall be invoiced and paid annually in advance of each Renewal Term. Maintenance Fees may increase once annually in Licensor’s discretion, and shall not exceed five (5%) percent of the previous year’s Maintenance Fee. Maintenance Services may be withheld by Licensor in the event Licensee fails to make payment of the Maintenance Fee within thirty (30) days of the due date. Licensee shall reimburse Licensor for all out of pocket expenses, including without limitation, travel, meal and lodging expenses, incurred by Licensor in connection with its providing Maintenance Services as set forth in Exhibit 3. Licensor shall invoice Licensee on a monthly basis for such out of pocket expenses and payment by Licensee shall be made within thirty (30) days of the invoice date.
- 1.2 Maintenance Terms. The initial term of the Maintenance Services shall commence on the Go-Live Date of each Software Program at the first Designated Facility and continue for one (1) year thereafter unless terminated as provided below (in this Agreement referred to as the “Initial Maintenance Term”). Thereafter, the term for Maintenance Services shall renew automatically for one (1) year terms (herein referred to as a “Renewal Maintenance Term,” and all terms together, the “Maintenance Term”), provided that: (a) Licensee has paid all applicable Maintenance Fees (b) Licensee is in compliance with its obligations hereunder; and (c) neither party provides written Notice of its termination of Maintenance Services at least thirty (30) days prior to the end of the then-current Maintenance Term. Licensee agrees that if it discontinues and then resumes Maintenance Services, it will be required to pay Licensor the entire Maintenance Services Fee for the period of discontinuance, plus the Maintenance Services Fee for the term of the Maintenance Services then commencing.
- 1.3 Maintenance Services.
- 1.3.1 Software Maintenance. Licensor will use commercially reasonable efforts to correct any reproducible defects that Licensee reports to Licensor in the most current Version and the Version immediately preceding the most current Version of the Software Programs. In this Agreement, “Version” shall mean the most current commercially available form of the Software Programs. Licensor shall not be obligated to perform Maintenance Services for any defects resulting from (i) Licensee’s Modification of the Software Programs or use thereof in combination with software not provided by Licensor; (ii) improper or unauthorized use of the Software Programs; (iii) use of the Software Programs with a hardware or software configuration that does not comply with Licensor’s configuration standards for that Version of the Software Programs; or, (iv) external causes including, but not limited to, power failures or electric surges; provided however that, if Licensor chooses to perform Maintenance Services for defects resulting from the items listed above, such Maintenance Services shall be billed to Licensee at Licensor’s then-current time and materials rate.
- 1.3.2 Versions. Licensor may from time to time issue new Versions and documentation if any, of the Software Programs as part of this maintenance agreement. Such Version to include bug fixes, service packs, improvements and/or modifications to the Software Programs, which are marketed as standard features or functionality of the Software Programs and not marketed as new products, options or additional modules. Licensee shall promptly install at the Designated Facility such Versions as they become available to Licensee. Licensor shall support the current Version and the immediately prior Version of the Software Programs. Licensor shall provide Licensee with a minimum of six (6) months prior notification of the retirement of any versions which are older than the current or immediately prior Versions of the Software Programs. Licensor shall make available telephone and remote assistance to Licensee during the installation of a new Version during Licensor’s normal business hours. After hours remote assistance shall be charged at Licensor’s then current published after hour support rates. Licensee’s request for on-site assistance for the installation of a new Version shall be chargeable at Licensor’s then current time and materials rate.

- 1.3.3 Environments. Licensor shall support the Software Programs in the production environment and test environments only.
- 1.3.4 Telephone and Web-Based Support. Licensor will provide telephone and electronic technical support for the Software Programs, 24 hours a day, 365 days a year, to Licensee’s designated and trained personnel. In addition, Licensor will provide emergency support to any authorized user of the Software Programs for the purpose of error recovery and to assist in determining the cause of any malfunction. Notwithstanding the foregoing, Licensee shall ensure that all authorized users seek assistance from Licensee’s designated support representatives prior to contacting Licensor. Licensee shall internally resolve all routine questions about the Software Programs (e.g., questions regarding user passwords; logging on; network problems) prior to contacting Licensor. If Licensor reasonably determines that Licensee’s users are repeatedly failing to observe this protocol, Licensor reserves the right, after providing Licensee with written Notice of such determination and providing Licensee with a reasonable opportunity to rectify Licensee’s failure to follow protocol, to charge Licensee for such calls at Licensor’s then-current rates. Where applicable, Licensee’s shall be given access to the Optum Clinical Solutions user website at <http://www.optum.com/> (or as otherwise updated) for help desk access, technical information, downloads of database queries, Optum Clinical Solutions knowledge base, frequently asked questions, and application requests.
- 1.3.5 System Monitoring. Licensor may periodically perform remote diagnostic and audit services to monitor the performance of the Software Programs, to maintain diagnostic files, to monitor use of the Software Programs and to control levels of automatic diagnostic reporting.
- 1.3.6 Device Drivers. Licensee shall have access to all Licensor serial connected device drivers available for download from the Optum Clinical Solutions User’s web site at [https://users.Optum Clinical Solutions.com](https://users.OptumClinicalSolutions.com) Licensee is responsible for the implementation of device drivers. Licensee shall pay to Licensor any time and materials charges, and out-of-pocket expenses incurred by Licensor for any Services performed by Licensor, at the request of Licensee, for the implementation of device drivers.
- 1.4 Response and Resolution Time Frames. Licensee shall report all incidences of Errors (in this Agreement referred to as “Incident Reports”) to Licensor in a timely manner using the electronic or telephone support procedures described in Section 1.3.4 above. After consulting with Licensee and after reviewing such Incident Report, Licensor shall classify all Errors with the Software Programs that are reported by Licensee to Licensor by Severity Level. Based upon an Error’s severity classification, Licensor shall then address such Error in accordance with the process set forth below and Licensee acknowledges that Licensor’s ability to resolve is dependent upon the availability of Licensee’s staff to support the resolution process as well as in providing remote access to Licensee’s systems.

Software Programs Issue Severity	Total Time to Respond/Resolve
Level 1 – System is down; major functionality is not working; material data loss or data corruption; unable to document a record; and end users unable to perform essential functions. (e.g. unable to document record)	Initial response to Software Programs within 1 hour, Immediate attention by responding staff member; updates to Licensee as applicable until resolved; Issue to be resolved or workaround suggested within 24 hours.
Level 2 – System intermittently unable to perform essential functions, moderate to severe impact on documentation (e.g. intermittent slowness, periodic crashing and corruption of standing database tables)	Initial response to Software Programs issues within 2 hours, Immediate attention by responding staff member; updates to Licensee as applicable until resolved; Issue to be resolved or workaround suggested within 48 hours.
Level 3 - Small number of end users intermittently unable to perform non-essential functions; Application functions and continues to	Initial response to Software Programs issues within 24 hours; updates to Licensee as applicable until resolved; Issue to be resolved or workaround

be used (e.g. intermittently receive error message when booking a patient from one workstation)	suggested in 96 hours.
Level 4 - Does not impact the delivery of documentation, does not impact the validity of data in the application (e.g. spelling error, misalignment of data on screen). Application clarifications and enhancement requests.	Acknowledge receipt of issue within one week, Licensor resource assigned. Licensor work collaboratively with Licensee to resolve the issue. Software Program corrections are queued and evaluated by Optum Clinical Solutions for inclusion in a future service pack or version release.

2. **EXCLUDED SERVICES.** Maintenance Services shall not include the following:

- 2.1 **Hardware Maintenance.** Licensor shall not be responsible for maintaining and purchasing any hardware used in conjunction with the Software Programs.
- 2.2 **Third-Party Software Support.** Licensor shall not be required to provide support for any software, including without limitation any Licensee written applications, pre-release programs, non-current versions of the Software Programs, third party software or software provided by hardware manufacturers, other than the Software Programs; provided, however, that, if applicable to Licensee, with respect to the Other Products, Licensor shall (i) with respect to any issue that Licensor reasonably determines to be within its technical expertise, use commercially reasonable efforts to correct the problem giving rise to such issue; and, (ii) with respect to any other issue which Licensee reports to Licensor, communicate the existence of such issue to the applicable provider of such Other Products and use commercially reasonable efforts to coordinate the correction of the problem giving rise to such issue with the applicable provider of such Other Products.
- 2.3 **Training.** Licensor shall not be required to provide any training as a part of Maintenance Services.
- 2.4 **Routine Procedures.** Licensor shall not be required to perform any routine operational procedures such as database backups of Licensee’s network server, the generation of reports, the servicing of printers or the resetting of hardware.
- 2.5 **Network Management Services.** Licensor shall not be required to perform network operating system installation, maintenance, management, or any related troubleshooting.

3. **ON-SITE SERVICES.** On-site services are not included as part of Maintenance Services unless it is determined by Licensor, in its sole discretion, that on-site services are required to resolve of an Error. If Licensee requests on-site services, Licensor will evaluate and respond to Licensees request within ten (10) business days. If Licensor agrees to perform the requested on-site services, Licensee shall pay for such services at Licensor’s then-current time and material rates plus out of pocket expenses.

4. **ACCESS.** Maintenance Services are contingent upon Licensor’s ability to obtain remote access to the Software Programs at the Designated Facility. Licensee’s failure to provide such access shall immediately relieve Licensor of any responsibility to provide Maintenance Services, other than telephone support, until access is available. Licensee shall continuously provide the following equipment and access:

- 4.1 **Network Connection.** Licensee shall provide Licensor with remote access to the Licensee network and servers associated with the Software Programs in a manner reasonably acceptable to Licensor and the Licensee.
- 4.2 **Security.** Licensee shall provide Licensor with all login names, passwords, network rights and security information required to provide Maintenance Services. If Licensee must change any access provisions, Licensee shall immediately notify Licensor of such changes. Licensee’s failure to provide such information

shall relieve Licensor of its responsibility to provide Maintenance Services until the correct information is provided to Licensor.

- 4.3 Hardware. Licensee shall provide and maintain hardware adequate for the operation of the Software Programs in safe, environmentally-controlled premises supplied with adequate and constant electrical power. Licensee's Internet server must be operational at all times and physically accessible to Licensor's designated staff as necessary, in order for Licensor to provide Maintenance Services under this Agreement.
- 4.4 Physical Access. Licensee shall provide access rights to Licensor including full rights to all Software Programs, resources and adequate rights to access the server running the Software Programs. Subject to Licensee's standard and reasonable security procedures, Licensee shall provide Licensor and its agents physical access to all equipment and software associated with the Software Programs throughout each Maintenance Term.
5. TEST ENVIRONMENT. Licensee acknowledges and agrees that if Licensee requests to migrate the Version of the Software Programs running in its test environment to Licensee's production environment, such migration may result in the temporary unavailability of the Software Programs in Licensee's production environment.

**Optum Clinical Solutions, Inc.
Authorized GSA Pricing**

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-33	1105	Addl Printout Template for Critical Care	Pricing for Critical Care Manager additional printout template.	per template	\$1,211.59
132-33	1110	Critical Care Manager	Includes: Device Connectivity (requires active RS232 ports, does not include fluid devices), Flowsheet Automation, Information Correlation, Fluid Management, Fluid Balance Calculation, Advanced Scores, Patient Data Summary, Automated Workflow, Care Protocols, Care Reminders, Assessments, Scores, Remote Viewing, Standard Printout for Critical Care.	per CC bed	\$9,168.77
132-33	1113	eView for Critical Care Manager 1-10	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for 1 - 10 beds.	1-10 beds	\$32,745.59
132-33	1117	Insight Critical Care	Business rules for Critical Care	per facility	\$26,196.47
132-33	1118	Microbiology Results Interface	License Fee for each Microbiology Results Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	1240	Critical Care Essentials - 1st bed	Includes: Critical Care Manager: Device Connectivity (requires active RS232 ports, does not include fluid devices), Flowsheet Automation, Information Correlation, Fluid Management, Fluid Balance Calculation, Advanced Scores, Patient Data Summary, Automated Workflow, Care Protocols, Care Reminders, Assessments, Scores, Remote Viewing, Standard Printout for Critical Care, eView for Critical Care Manager (web based remote access), ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, One Patient Record Outbound Interface. Pricing for 1st Critical Care bed.	per CC bed	\$46,498.74
132-33	1250	Critical Care Advanced - 1st bed	Includes: Critical Care Manager: Device Connectivity (requires active RS232 ports, does not include fluid devices), Flowsheet Automation, Information Correlation, Fluid Management, Fluid Balance Calculation, Advanced Scores, Patient Data Summary, Automated Workflow, Care Protocols, Care Reminders, Assessments, Scores, Remote Viewing, Standard Printout for Critical Care, eView for Critical Care Manager (web based remote access), ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, One Patient Record Outbound Interface, Insight Critical Care, Microbiology Results Interface. Pricing for 1st Critical Care bed, single facility. Must quote Insight Critical Care for additional facilities.	per CC bed	\$69,420.65
132-33	1400	ADT HL7 Inbound Interface	Pricing for each ADT HL7 Inbound Interface. Sold with OR, Anesthesia, PACU and Critical Care Manager	per interface	\$7,858.94
132-33	1418	Meds & Fluids Orders HL7 Bi-Direct Interface	License Fee for each Medications & Fluids Orders HL7 Bidirectional Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$49,118.39
132-33	1419	A/S/N Orders HL7 Bi-Directional Interface	License Fee for each Assessment, Scores and Nursing Orders HL7 Bi-directional Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$19,647.36
132-33	1421	Medication Dispensing Machine Orders HL7 Inb Interface	License Fee for each Medication Dispensing Machine Orders HL7 Inbound Interface. For Pyxis dispensing machine only. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	1425	Central Data Repository (CDR) HL7 Outbound Interface	License Fee for each Central Data Repository (CDR) HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$32,745.59
132-33	1430	Lab Results HL7 Inbound Interface	License Fee for each Lab Results HL7 Inbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1435	Monitoring HL7 Inbound Interface	License Fee for each Monitoring HL7 Inbound Interface. Priced per network monitoring system. Sold with Anesthesia, PACU and Critical Care Manager	per network monitoring system	\$6,549.12
132-33	1440	Home Medications HL7 Bi-Directional Interface	License Fee for each Home Medications HL7 Bidirectional Interface. Sold with Preop, Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	1453	Documentation Link Inbound Interface	License Fee for each Documentation Link Inbound Interface. Sold with Preop, Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1454	Events HL7 Inbound Interface	License Fee for each Events HL7 Inbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1455	CPOE Orders Interface	License Fee for each CPOE Orders Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$22,921.91
132-33	1510	Printout Export PDF/HL7 Outbound Interface	License Fee for each Printout Export PDF/HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1515	A/S/N Orders HL7 Outbound Interface	License Fee for each Assessment, Scores and Nursing Orders HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1526	Medications & Fluids Orders Outbound HL7 Interface	License Fee for each Medications & Fluids Orders HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$16,372.80
132-33	1551	Staff HL7 Inbound Interface	Pricing for each Staff HL7 Inbound Interface. Sold with OR, Anesthesia, PACU and Critical Care Manager	per interface	\$4,911.84
132-33	2415	ADT HL7 Outbound Interface	Sold with ED PulseCheck only.	per database	\$6,045.34
132-33	2465	Monitoring HL7 Inbound Interface	Sold with ED PulseCheck only.	per manufacturer	\$6,045.34
132-33	2476	EMR HL7/post-script/PDF/XML Outb Intfc	EMR HL7/post-script/PDF/XML Outbound Interface provided in one of the following formats: HL7 OBX segments, post-script, PDF or XML. Sold with ED PulseCheck only.	per database	\$6,045.34
132-33	4118	InSight Anesthesia	Business Rules for Anesthesia. Pricing for each Insight Anesthesia facility.	per facility	\$22,921.91
132-33	4119	Microbiology Results Interface	License Fee for each Microbiology Results Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	4120	Clinical Vista Integration	Provides intergration from Anesthesia Manager, PACU Manager and Critical Care Manager to Vista.	per database	\$176,826.20
132-33	4200	Additional Environment	Pricing for Additional Environment. Annual Maintenance Fee is \$5,000 per additional environment.	per environment	\$654.91
132-33	4220	Anesthesia Manager	Anesthesia Manager includes Perioperative Anesthesia Record, Medical Device Connectivity (requires active serial ports, does not include fluid devices), Remote Viewing, Standard Printed Anesthesia Record, and Preop Manager. Pricing per anesthesia monitoring location.	per bed	\$7,858.94

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-33	4238	OR Essentials	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Standard Perioperative Interface and Extelligence OR. Pricing for 1st OR bed.	per OR bed	\$66,054.41
132-33	4239	OR Advanced	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Quality Manager, Standard Perioperative Interface and Extelligence OR. Pricing for 1st OR bed.	per OR bed	\$74,240.81
132-33	4241	Perioperative Essentials	Perioperative Essentials includes OR Manager, Anesthesia Manager, Preop Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for 1st OR / Anesthesia bed.	1st bed	\$103,384.38
132-33	4242	Perioperative Advanced	Perioperative Advanced includes OR Manager, Anesthesia Manager, Preop Manager, PACU Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for 1st OR / Anesthesia bed.	per bed	\$108,623.68
132-33	4243	Anesthesia Essentials	Anesthesia Essentials includes Anesthesia Manager, Preop Manager, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for 1st Anesthesia Bed.	per bed	\$45,188.92
132-33	4244	Anesthesia Essentials Plus	Anesthesia Essentials Plus includes Anesthesia Manager, Preop Manager, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for 1st Anesthesia Bed.	per bed	\$37,329.97
132-33	4245	PACU Manager	Standard integrated PACU Nursing Record, Medical Device Connectivity for 2 types devices from existing Picis library (requires active serial ports, does not include fluid devices), Fluid Balance Management, standard Scores and Assessments, Remote Viewing, standard printed PACU Record, pre-packaged PACU database, templates and dictionaries. Pricing for 1st PACU Bed.	per bed	\$5,239.29
132-33	4247	Anesthesia Advanced Plus	Anesthesia Advanced Plus includes Anesthesia Manager, Preop Manager, PACU Manager, ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for 1st Anesthesia Bed.	per bed	\$47,808.56
132-33	4248	Analytics Plus	Analytics Plus includes Extelligence OR and Picis Perioperative Dashboard. Pricing for 1st OR bed.	per bed	\$24,168.60
132-33	4250	Preop Manager (Stand alone)	Ability to document the preop nursing and anesthesia assessment indicating readiness for surgery. Includes: standard forms and content for documenting demographic, procedural, med/surg history, completed tests and anesthesia plan. Pricing per anesthesia monitoring location.	per bed	\$1,637.28
132-33	4260	SmarTrack	Pricing for 1st OR Bed.	per bed	\$21,219.14
132-33	4261	Case Record Upload Text/HL7 Outbound Interface	License Fee for each Case Record Upload Text/HL7 Outbound Interface. Text file or HL7 message containing case record information. Sold with OR Manager only.	per database	\$654.91
132-33	4270	Picis Perioperative Dashboard	Picis Perioperative Dashboard offers business activity monitoring in a visual, dashboard display. Pricing for 1st OR Bed.	per bed	\$16,975.31
132-33	4405	ADT Pre-registration HL7 Outbound Interface	License Fee for each ADT Pre-registration HL7 Outbound Interface. Sold with OR Manager only.	per database	\$7,858.94
132-33	4423	Pharmacy Billing HL7 Outbound Interface	License Fee for each Pharmacy Billing HL7 Outbound Interface. Sold with Anesthesia Manager	per database	\$9,823.68
132-33	4424	MM Microsystems HL7 Bi-Directional Interface	License Fee for each MM Microsystems HL7 Bidirectional Interface. Sold with OR Manager only.	per database	\$9,823.68
132-33	4425	Central Data Repository (CDR) HL7 Outbound Interface	License Fee for each Central Data Repository (CDR) HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$32,745.59
132-33	4440	Home Medications HL7 Bi-Directional Interface	License Fee for each Home Medications HL7 Bidirectional Interface. Sold with OR Manager only.	per database	\$9,823.68
132-33	4445	Materials Management HL7 Bi-Directional Interface	License Fee for each Materials Management HL7 Bidirectional Interface. Sold with OR Manager only.	per database	\$13,098.24
132-33	4452	Preop Data HL7 Bi-Directional Interface	License Fee for each Preop Data HL7 Bidirectional Interface. Sold with Preop Manager	per database	\$26,196.47
132-33	4453	Documentation Link Inbound Interface	PACU and Critical Care Manager	per database	\$6,549.12
132-33	4454	Events HL7 Inbound Interface	License Fee for each Events HL7 Inbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	4455	Supply Cabinet HL7 Bi-Directional Interface with Pyxis	License Fee for each Supply Cabinet HL7 Bidirectional Interface with Pyxis. Customer must also purchase interface from Cardinal Health. Sold with OR Manager only.	per database	\$13,098.24
132-33	4456	Anesthesia Supply Billing Outbound Interface	License Fee for each Anesthesia Supply Billing Outbound Interface. Sold with Anesthesia Manager only. Customer must also have OR Manager installed.	per database	\$6,549.12
132-33	4457	Anesthesia Supply MM Outbound Interface	License Fee for each Anesthesia Supply MM Outbound Interface. Sold with Anesthesia Manager only. Customer must also have OR Manager installed.	per database	\$6,549.12
132-33	4481	Hospital Billing HL7 Outbound Interface	License Fee for each Case Record Printout HL7 Outbound Interface. Sold with OR Manager only.	per database	\$5,239.29
132-33	4490	Standard Perioperative Interface	Includes functionality for Inb ADT data, Outb Hospital Billing data, Bi-directional Materials Management data, Outb Anesthesia Supply Materials Management data, Outb Anesthesia Supply Billing and Outb Text or Outb Case Record Printout. Pricing for Standard Perioperative Interface. License fee waived if purchased with any Perioperative product bundle.	per database	\$26,196.47
132-33	4492	CPOE Orders Interface	License Fee for each CPOE Orders Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$22,921.91
132-33	4493	One Patient Record Outbound Interface	License Fee for each One Patient Record Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$22,921.91
132-33	4510	Printout Export PDF/HL7 Outbound Interface	License Fee for each Printout Export PDF/HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-33	4545	Access/Verify Link - per workstation	The software license provides integration to support single point user authorization for CareSuite and Remote View via Access/Verify. Estimate based on Picis standard specifications. Sold with Anesthesia, PACU and Critical Care Manager only.	per workstation	\$654.91
132-33	4555	TIU Outbound Link to VistA	This software license provides compilation of CareSuite family, treatment, and observation information at user-determined intervals will be transmitted to VistA. Sold with Anesthesia, PACU and Critical Care Manager.	per database	\$7,531.49
132-33	4557	Case Record Printout HL7 Outbound Interface	License Fee for each Case Record Printout HL7 Outbound Interface. Sold with OR Manager only.	per database	\$6,549.12
132-33	4565	Scheduling HL7 Outbound Interface	License Fee for each Scheduling HL7 Outbound Interface. Sold with OR Manager only.	per database	\$9,823.68
132-33	4570	Case Record Discrete Data HL7 Outbound Interface	Manager only.	per database	\$9,823.68
132-33	4575	Medications & Fluids Orders Outbound HL7 Interface	License Fee for each Medications & Fluids Orders HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$16,372.80
132-33	4577	A/S/N Orders HL7 Outbound Interface	License Fee for each Assessment, Scores and Nursing Orders HL7 Outbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	1113_1	eView for Critical Care Manager 11 - 25	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for each bed 11 - 25	per CC bed	\$3,274.56
132-33	1113_2	eView for Critical Care Manager 26 - 50	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for each bed 26 - 50	per CC bed	\$2,947.10
132-33	1113_3	eView for Critical Care Manager 51 - 100	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for each bed 51 - 100	per CC bed	\$2,619.65
132-33	1113_4	eView for Critical Care Manager 101-200	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for each bed 101 - 200	per CC bed	\$2,292.19
132-33	1113_4	eView for Critical Care Manager 200+	Provides Web-based remote access to critical care results. Sold with Critical Care Manager only. Pricing for each bed 200+	per CC bed	\$1,964.74
132-33	1240_1	Critical Care Essentials - 2+ beds	Includes: Critical Care Manager: Device Connectivity (requires active RS232 ports, does not include fluid devices), Flowsheet Automation, Information Correlation, Fluid Management, Fluid Balance Calculation, Advanced Scores, Patient Data Summary, Automated Workflow, Care Protocols, Care Reminders, Assessments, Scores, Remote Viewing, Standard Printout for Critical Care, eView for Critical Care Manager (web based remote access), ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, One Patient Record Outbound Interface. Pricing for each 2+ Critical Care beds.	per CC bed	\$9,168.77
132-33	1250_1	Critical Care Advanced - 2+ beds	include fluid devices), Flowsheet Automation, Information Correlation, Fluid Management, Fluid Balance Calculation, Advanced Scores, Patient Data Summary, Automated Workflow, Care Protocols, Care Reminders, Assessments, Scores, Remote Viewing, Standard Printout for Critical Care, eView for Critical Care Manager (web based remote access), ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, One Patient Record Outbound Interface. Pricing for each 2+ Critical Care beds, single facility. Must quote Insight Critical Care for additional facilities.	per CC bed	\$9,168.77
132-33	2125-100	ED PulseCheck Bundle 2010 - 100,000	Includes: ED PulseCheck Base Module (ED Pt Triage/Tracking, Med Orders, Allergy Interaction/Tracking, Med Reconciliation, RX writing, Standard Reports, Biometrics, Adm Request, Scanning), ResourceView, Rapid Clinical Record, Health Information Exchange (HIE), Aerial View, Inbound HL7 ADT Interface, Results HL7 Inbound Interface and Order Status HL7 Inbound Interface. Pricing for up to 100,000 annual ED Census	per ED census	\$1.51
132-33	2125-125	ED PulseCheck Bundle 2010 - 125,000	Includes: ED PulseCheck Base Module (ED Pt Triage/Tracking, Med Orders, Allergy Interaction/Tracking, Med Reconciliation, RX writing, Standard Reports, Biometrics, Adm Request, Scanning), ResourceView, Rapid Clinical Record, Health Information Exchange (HIE), Aerial View, Inbound HL7 ADT Interface, Results HL7 Inbound Interface and Order Status HL7 Inbound Interface. Pricing for between 100,001 - 125,000 annual ED Census	per ED census	\$1.39
132-33	2125-126	ED PulseCheck Bundle 2010 - 125,001+	Includes: ED PulseCheck Base Module (ED Pt Triage/Tracking, Med Orders, Allergy Interaction/Tracking, Med Reconciliation, RX writing, Standard Reports, Biometrics, Adm Request, Scanning), ResourceView, Rapid Clinical Record, Health Information Exchange (HIE), Aerial View, Inbound HL7 ADT Interface, Results HL7 Inbound Interface and Order Status HL7 Inbound Interface. Pricing for 125,001+ annual ED Census	per ED census	\$0.30
132-33	4105_2	Addl Printout Template for Anes or PACU	Pricing for Anesthesia or PACU additional printout template.	per template	\$1,211.59
132-33	4221_1	Height, Weight, Allergies HL7 OB IF	Pricing for each Height, Weight, Allergies HL7 Outbound Interface. Sold with OR, Anesthesia, PACU and Critical Care Manager	per interface	\$5,239.29
132-33	4225_11	Extelligence OR	Pricing for 1st OR Bed.	per bed	\$19,097.23
132-33	4225_11_1	Extelligence OR (2 - 30 beds)	Pricing per each additional OR Bed from 2 - 30.	per bed	\$1,414.61
132-33	4225_11_2	Extelligence OR (31+ beds)	Pricing for each additional OR Bed from 31+.	per bed	\$736.78
132-33	4235_09	OR Manager Bundle	OR Scheduling, Perioperative Nursing Record, Preference Card Management, Standard Reports, OR Manager Web Access and Standard Perioperative Interface. Price for 1st OR bed.	1st bed	\$36,347.61
132-33	4235_09_2	OR Manager Bundle	OR Scheduling, Perioperative Nursing Record, Preference Card Management, Standard Reports, OR Manager Web Access and Standard Perioperative Interface. Price for each additional OR bed.	bed	\$10,151.13
132-33	4238_1	OR Essentials (2 - 30 beds)	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Standard Perioperative Interface and Extelligence OR. Pricing per each additional bed from 2 - 30.	per OR bed	\$12,351.64
132-33	4238_2	OR Essentials (31+ beds)	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Standard Perioperative Interface and Extelligence OR. Pricing per each additional bed from 31+	per OR bed	\$11,297.23

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-33	4239_1	OR Advanced (2 - 30 beds)	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Quality Manager, Standard Perioperative Interface and Extelligence OR. Pricing per each additional bed from 2 - 30	per OR bed	\$12,351.64
132-33	4239_2	OR Advanced (31+ beds)	OR Scheduling, Perioperative Nursing Record, Preference Card Management, and Standard Reports. Product Bundle Includes OR Manager Web Access, SmarTrack (1 facility), Picis Perioperative Dashboard, Quality Manager, Standard Perioperative Interface and Extelligence OR. Pricing for per each additional bed from 31+	per OR bed	\$11,297.23
132-33	4241_2	Perioperative Essentials - OR 2-30	Perioperative Essentials includes OR Manager, Anesthesia Manager, Preop Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional OR Bed from 2 - 30.	per bed	\$12,024.18
132-33	4241_3	Perioperative Essentials - OR 31+	Perioperative Essentials includes OR Manager, Anesthesia Manager, Preop Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional OR Bed from 31+.	per bed	\$10,969.77
132-33	4241_4	Perioperative Essentials - Anes 2+	Perioperative Essentials includes OR Manager, Anesthesia Manager, Preop Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional Anesthesia Bed from 2+.	per bed	\$8,186.40
132-33	4242_2	Perioperative Advanced - OR 2-30	Perioperative Advanced includes OR Manager, Anesthesia Manager, Preop Manager, PACU Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional OR Bed from 2 - 30.	per bed	\$12,024.18
132-33	4242_3	Perioperative Advanced - OR 31+	Perioperative Advanced includes OR Manager, Anesthesia Manager, Preop Manager, PACU Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional OR Bed from 31+.	per bed	\$10,969.77
132-33	4242_4	Perioperative Advanced - Anes 2+	Perioperative Advanced includes OR Manager, Anesthesia Manager, Preop Manager, PACU Manager, OR Manager Web Access, SmarTrack, Picis Perioperative Dashboard, Standard Perioperative Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, Extelligence OR and Extelligence Anesthesia. Pricing for each additional Anesthesia Bed from 2+.	per bed	\$13,425.69
132-33	4243_1	Anesthesia Essentials - Anes 2+	Anesthesia Essentials includes Anesthesia Manager, Preop Manager, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for each additional Anesthesia Bed from 2+.	per bed	\$7,858.94
132-33	4244_1	Anesthesia Essentials Plus - Anes 2+	Anesthesia Essentials Plus includes Anesthesia Manager, Preop Manager, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for each additional Anesthesia Bed from 2+.	per bed	\$7,858.94
132-33	4247_1	Anesthesia Advanced Plus - Anes 2+	Anesthesia Advanced Plus includes Anesthesia Manager, Preop Manager, PACU Manager, ADT HL7 Inbound Interface, Lab Results HL7 Inbound Interface, Preop Assessment Interface, and Extelligence Anesthesia. Pricing for each additional Anesthesia Bed from 2+.	per bed	\$10,478.59
132-33	4248_1	Analytics Plus (2 - 30 beds)	Analytics Plus includes Extelligence OR and Picis Perioperative Dashboard. Pricing per each additional OR Bed from 2 - 30.	per bed	\$1,790.27
132-33	4248_2	Analytics Plus (31+ beds)	Analytics Plus includes Extelligence OR and Picis Perioperative Dashboard. Pricing for each additional OR Bed from 31+.	per bed	\$932.42
132-33	4260_1	SmarTrack (2 - 30 beds)	Pricing per each additional OR Bed from 2 - 30.	per bed	\$1,571.79
132-33	4260_2	SmarTrack (31+ beds)	Pricing for each additional OR Bed from 31+.	per bed	\$818.64
132-33	4270_1	Picis Perioperative Dashboard (2 - 30)	Picis Perioperative Dashboard offers business activity monitoring in a visual, dashboard display. Pricing per each additional OR Bed from 2 - 30.	per bed	\$1,257.43
132-33	4270_2	Picis Perioperative Dashboard (31+ beds)	Picis Perioperative Dashboard offers business activity monitoring in a visual, dashboard display. Pricing for each additional OR Bed from 31+.	per bed	\$654.91
132-33	4285_21	Extelligence Anesthesia	Pricing for 1st Anesthesia Bed.	per bed	\$29,706.80
132-33	4285_21_1	Extelligence Anesthesia (2 - 30 beds)	Pricing per each additional Anesthesia Bed from 2 - 30.	per bed	\$2,200.50
132-33	4285_21_2	Extelligence Anesthesia (31+ beds)	Pricing for each additional Anesthesia Bed from 31+.	per bed	\$1,670.03
132-33	4400_1	ADT HL7 Inbound Interface	Pricing for each ADT HL7 Inbound Interface. Sold with OR, Anesthesia, PACU and Critical Care Manager	per interface	\$7,858.94
132-33	4418_2	Meds & Fluids Orders HL7 Bi-Direct Interface	License Fee for each Medications & Fluids Orders HL7 Bidirectional Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$49,118.39
132-33	4419_3	A/S/N Orders HL7 Bi-Directional Interface	License Fee for each Assessment, Scores and Nursing Orders HL7 Bi-directional Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$19,647.36
132-33	4421_2	Medication Dispensing Machine Orders HL7 Inb Interface	License Fee for each Medication Dispensing Machine Orders HL7 Inbound Interface. For Pyxis dispensing machine only. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	4430_3	Lab Results HL7 Inbound Interface	License Fee for each Lab Results HL7 Inbound Interface. Sold with Anesthesia, PACU and Critical Care Manager	per database	\$6,549.12
132-33	4435_3	Monitoring HL7 Inbound Interface	License Fee for each Monitoring HL7 Inbound Interface. Priced per network monitoring system. Sold with Anesthesia, PACU and Critical Care Manager	per network monitoring system	\$6,549.12
132-33	4440_2	Home Medications HL7 Bi-Directional Interface	License Fee for each Home Medications HL7 Bidirectional Interface. Sold with Preop, Anesthesia, PACU and Critical Care Manager	per database	\$9,823.68
132-33	4550_2	Imaging System Integration with Vista	This software license provides capability to generate a print image file output from CareSuite. Estimated based on Picis standard specifications. For Anesthesia, PACU and Critical Care Manager only.	per database	\$5,894.21
132-33	4551_1	Staff HL7 Inbound Interface	Pricing for each Staff HL7 Inbound Interface. Sold with OR, Anesthesia, PACU and Critical Care Manager	per interface	\$4,911.84
132-34	1453	Documentation Link Impl Srvc	Implementation Services for Documentation Link Inbound Interface.	per database	\$1,954.66

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-34	1605	Technical - at Customer Site for Critical Care.	4 day Technical Course - Picis to perform course at customer site. Customer is responsible for providing the environment. This will include installation and configuration of servers and workstations for each attendee.	per class	\$7,818.64
132-34	1105-IS	Addl Printout Template Impl Services	Implementation Services for Critical Care Manager additional printout template.	per template	\$7,329.97
132-34	1110-IS1	Crit Care Manager Impl Srvc 1 - 50	Implementation Services for Critical Care Manager for 1 - 50 beds, 1 facility.	1st facility	\$172,010.08
132-34	1110-IS2	Crit Care Manager Impl Srvc 51 - 75	Implementation Services for Critical Care Manager for 51 - 75 beds, 1 facility.	1st facility	\$198,886.65
132-34	1110-IS3	Crit Care Manager Impl Srvc 76 - 100	Implementation Services for Critical Care Manager for 76 - 100 beds, 1 facility.	1st facility	\$220,387.91
132-34	1110-IS4	Crit Care Manager Impl Srvc 101 - 150	Implementation Services for Critical Care Manager for 101 - 150 beds, 1 facility.	1st facility	\$295,642.32
132-34	1110-IS5	Crit Care Manager Impl Srvc 151 - 250	Implementation Services for Critical Care Manager for 151 - 250 beds, 1 facility.	1st facility	\$322,518.89
132-34	1110-IS6	Crit Care Manager Impl Srvc 251 - 325	Implementation Services for Critical Care Manager for 251 - 325 beds, 1 facility.	1st facility	\$383,113.35
132-34	1113-IS	eView for Crit Care Impl Srvc	Implementation Services for eView for Critical Care Manager	per database	\$9,773.30
132-34	1117-IS	Insight Critical Care Impl Srvc	Implementation Services for Insight Critical Care Manager	per database	\$6,841.31
132-34	1118-IS	Microbiology Results Impl Srvc	Implementation Services for Events HL7 Inbound Interface.	per database	\$4,886.65
132-34	1240-IS1	Crit Care Essentials Impl Srvc 1-50	Implementation Services for Critical Care Essentials for 1 - 50 beds, 1 facility.	1st facility	\$217,944.58
132-34	1240-IS2	Crit Care Essentials Impl Srvc 51 - 75	Implementation Services for Critical Care Essentials for 51 - 75 beds, 1 facility.	1st facility	\$244,821.16
132-34	1240-IS3	Crit Care Essentials Impl Srvc 76 - 100	Implementation Services for Critical Care Essentials for 76 - 100 beds, 1 facility.	1st facility	\$266,322.42
132-34	1240-IS4	Crit Care Essentials Impl Srvc 101 - 150	Implementation Services for Critical Care Essentials for 101 - 150 beds, 1 facility.	1st facility	\$341,576.83
132-34	1240-IS5	Crit Care Essentials Impl Srvc 151 - 250	Implementation Services for Critical Care Essentials for 151 - 250 beds, 1 facility.	1st facility	\$368,453.40
132-34	1240-IS6	Crit Care Essentials Impl Srvc 251 - 325	Implementation Services for Critical Care Essentials for 251 - 325 beds, 1 facility.	1st facility	\$429,047.86
132-34	1250-IS1	Crit Care Advanced Impl Srvc 1-50	Implementation Services for Critical Care Advanced for 1 - 50 beds, 1 facility.	1st facility	\$229,672.54
132-34	1250-IS2	Crit Care Advanced Impl Srvc 51 - 75	Implementation Services for Critical Care Advanced for 51 - 75 beds, 1 facility.	1st facility	\$256,549.12
132-34	1250-IS3	Crit Care Advanced Impl Srvc 76 - 100	Implementation Services for Critical Care Advanced for 76 - 100 beds, 1 facility.	1st facility	\$278,050.38
132-34	1250-IS4	Crit Care Advanced Impl Srvc 101 - 150	Implementation Services for Critical Care Advanced for 101 - 150 beds, 1 facility.	1st facility	\$353,304.79
132-34	1250-IS5	Crit Care Advanced Impl Srvc 151 - 250	Implementation Services for Critical Care Advanced for 151 - 250 beds, 1 facility.	1st facility	\$380,181.36
132-34	1250-IS6	Crit Care Advanced Impl Srvc 251 - 325	Implementation Services for Critical Care Advanced for 251 - 325 beds, 1 facility.	1st facility	\$440,775.82
132-34	1290	Crit Care Ess Add Facility Impl Support	Critical Care Advanced Additional Facility Implementation Support. Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$37,822.67
132-34	1290_1	Crit Care Adv Add Facility Impl Support	Critical Care Advanced Additional Facility Implementation Support. Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$44,663.98
132-34	1400-IS	ADT HL7 Inbound Interface Impl Services	Implementation Services for each ADT HL7 Inbound Interface.	per interface	\$2,931.99
132-34	1418-IS	Meds & Fluids Orders HL7 Bi Impl Srvc	Implementation Services for Medications & Fluids Orders HL7 Bidirectional Interface.	per database	\$24,433.25
132-34	1419-IS	A/S/N Orders HL7 Bi-direct Impl Srvc	Implementation Services for Assessment, Scores and Nursing Orders HL7 Bi-directional Interface.	per database	\$9,773.30
132-34	1421-IS	Med Dispensing Machine Order Impl Srvc	Implementation Services for Medication Dispensing Maching Orders HL7 Inbound Interface.	per database	\$4,886.65
132-34	1425-IS	CDR HL7 Outb Interface Impl Srvc	Implementation Services for Central Data Repository (CDR) HL7 Outbound Interface.	per database	\$24,433.25
132-34	1430-IS	Lab Results HL7 Inb Impl Srvc	Implementation Services for Lab Results HL7 Inbound Interface.	per database	\$4,886.65
132-34	1435-IS	Monitoring HL7 Inbound Impl Srvc	Implementation Services for Monitoring HL7 Inbound Interface.	per network monitoring system	\$9,773.30
132-34	1440-IS	Home Medications HL7 Bi-Direct Impl Srvc	Implementation Services for Home Medications HL7 Bidirectional Interface.	per database	\$4,886.65
132-34	1454-IS	Events HL7 Inbound Impl Srvc	Implementation Services for Events HL7 Inbound Interface.	per database	\$1,954.66
132-34	1455-IS	CPOE Orders Interface Impl Srvc	Implementation Services for CPOE Orders Interface.	per database	\$51,798.49
132-34	1510-IS	Printout Export PDF/HL7 Outb Impl Srvc	Implementation Services for Printout Export PDF/HL7 Outbound Interface.	per database	\$1,954.66
132-34	1515-IS	A/S/N Orders HL7 Outb Impl Srvc	Implementation Services for Assessment, Scores and Nursing Orders HL7 Outbound Interface.	per database	\$4,886.65
132-34	1526-IS	Meds & Fluids Orders HL7 Outb Impl Srvc	Implementation Services for Medications & Fluids Orders HL7 Outbound Interface.	per database	\$9,773.30
132-34	1551-IS	Staff HL7 Inbound Interface Impl Svcs	Implementation Services for each Staff HL7 Inbound Interface.	per interface	\$977.33
132-34	2125-IS	ED PulseCheck Bundle 2010 Impl Srvc	Implementation Services for ED PulseCheck Bundle 2010. Pricing for 1st facility.	1st facility	\$129,672.54
132-34	2415-IS	ADT HL7 Outb Interface Impl Srvc	Implementation Services for ADT HL7 Outbound Interface	per database	\$1,595.97
132-34	2465-IS	Monitoring HL7 Inb Interface Impl Srvc	Implementation Services for Monitoring HL7 Inbound Interface	per database	\$1,695.72
132-34	2476-IS	EMR Outb Interface Impl Srvc	Implementation Services for EMR HL7/post-script/PDF/XML Outbound Interface	per database	\$1,595.97
132-34	4105_2-IS	Addl Printout Template Impl Services	Implementation Services for Anesthesia or PACU additional printout template.	per template	\$7,329.97
132-34	4118-IS	InSight Anesthesia Impl Services	Implementation Services for each InSight Anesthesia facility.	per facility	\$4,886.65
132-34	4119-IS	Microbiology Results Impl Srvc	Implementation Services for Events HL7 Inbound Interface.	per database	\$4,886.65
132-34	4120-IS	Clinical VistA Integration Impl Srvc	Implementation Services for Clinical VistA Integration.	per database	\$107,506.30
132-34	4200-IS	Additional Environment Impl Services	Implementation Services for each Additional Environment.	per environment	\$1,954.66
132-34	4220-IS	Anesthesia Manager Impl Services	Implementation Services for Anesthesia Manager - 1st facility.	1st facility	\$219,899.24
132-34	4221_1-IS	Height, Weight, Allergies IF Impl Svcs	Implementation Services for each Height, Weight, Allergies HL7 Outbound Interface.	per interface	\$1,954.66
132-34	4225_11-IS	Extelligence OR Implementation Services	Implementation Services for Extelligence OR.	per database	\$14,659.95
132-34	4235-IS	OR Manager Bundle Implementation Srvc	Implementation Services for OR Manager Bundle	1st facility	\$215,012.59
132-34	4238-IS	OR Essentials Implementation Services	Implementation Services for OR Essentials	1st facility	\$245,309.82
132-34	4239-IS	OR Advanced Implementation Services	Implementation Services for OR Advanced.	1st facility	\$255,083.12
132-34	4241-IS	Perioperative Essential Impl Services	Implementation Services for Perioperative Essentials - 1 facility	per facility	\$653,345.09
132-34	4242-IS	Periop Advanced Implementation Services	Implementation Services for Perioperative Advanced - 1 facility.	1st facility	\$726,644.84
132-34	4243-IS	Anesthesia Essentials Impl Services	Implementation Services for Anesthesia Essentials - 1 facility	1st facility	\$410,967.25
132-34	4244-IS	Anes Essentials Plus Impl Services	Implementation Services for Anesthesia Essentials Plus - 1 facility. For current OR Manager customers only.	1st facility	\$408,035.26
132-34	4245-IS	PACU Manager Implementation Services	Implementation Services for PACU Manager - 1st facility	per bed	\$73,299.75
132-34	4247-IS	Anes Advanced Plus Impl Services	Implementation Services for Anesthesia Advanced Plus - 1st facility. For current OR Manager customers only.	1st facility	\$484,267.00
132-34	4248-IS	Analytics Plus Implementation Services	Implementation Services for Analytics Plus.	per database	\$14,659.95

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-34	4250-IS	Preop Manager Implementation Services	Implementation Services for Preop Manager Stand Alone	1st facility	\$58,639.80
132-34	4260-IS	SmarTrack Implementation Services	Implementation Services for each SmarTrack facility.	per bed	\$15,637.28
132-34	4261-IS	CRU Text/HL7 Outb Interface Impl Srvc	Implementation Services for Case Record Upload Text/HL7 Outbound Interface.	per database	\$1,954.66
132-34	4285_21-IS	Extelligence Anesthesia Impl Services	Implementation Services for Extelligence Anesthesia.	per database	\$19,546.60
132-34	4290_1	Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated. For OR Manager, Anesthesia Manager, PACU Manager.	per facility	\$26,094.71
132-34	1290	Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated. For Critical Care Manager, Critical Care Essentials	per facility	\$37,822.67
132-34	4290_2	OR Essentials Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$41,731.99
132-34	4290_3	OR Advanced Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, report and training; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$46,618.64
132-34	4290_4	Perioperative Essentials/Advanced Bundle Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, reports, training and device drivers as required; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$128,225.69
132-34	4290_5	Anesthesia Essentials/Advanced Bundle Additional Facility Implementation Support	Implementation Fees: 1) are based on the best practices Statement of Work and project plan for the products purchased; 2) assumes standard templates, configurations, database, printouts, interfaces, reports, training and device drivers as required; 3) provide implementation support for the number of facilities indicated; 4) assumes the customer will roll out workstations for additional facilities unless otherwise indicated.	per facility	\$114,543.07
132-34	4400_1-IS	ADT HL7 Inbound Interface Impl Services	Implementation Services for each ADT HL7 Inbound Interface.	per interface	\$2,931.99
132-34	4405-IS	ADT Pre-reg HL7 Outb Interface Impl Srvc	Implementation Services for ADT Pre-registration HL7 Outbound Interface	per database	\$2,931.99
132-34	4418_2-IS	Meds & Fluids Orders HL7 Bi Impl Srvc	Implementation Services for Medications & Fluids Orders HL7 Bidirectional Interface.	per database	\$24,433.25
132-34	4419_3-IS	A/S/N Orders HL7 Bi-direct Impl Srvc	Implementation Services for Assessment, Scores and Nursing Orders HL7 Bi-directional Interface.	per database	\$9,773.30
132-34	4421_2-IS	Med Dispensing Machine Order Impl Srvc	Implementation Services for Medication Dispensing Maching Orders HL7 Inbound Interface.	per database	\$4,886.65
132-34	4423-IS	Pharmacy Billing HL7 Outb Impl Srvc	Implementation Services for Pharmacy Billing HL7 Outbound Interface.	per database	\$4,886.65
132-34	4424-IS	MM Microsystems HL7 Bi-Direct Impl Srvc	Implementation Services for MM Microsystems HL7 Bidirectional Interface.	per database	\$4,886.65
132-34	4425-IS	CDR HL7 Outb Interface Impl Srvc	Implementation Services for Central Data Repository (CDR) HL7 Outbound Interface.	per database	\$24,433.25
132-34	4430_3-IS	Lab Results HL7 Inb Impl Srvc	Implementation Services for Lab Results HL7 Inbound Interface.	per database	\$4,886.65
132-34	4435_3-IS	Monitoring HL7 Inbound Impl Srvc	Implementation Services for Monitoring HL7 Inbound Interface.	monitoring	\$9,773.30
132-34	4440_2-IS	Home Medications HL7 Bi-Direct Impl Srvc	Implementation Services for Home Medications HL7 Bidirectional Interface.	per database	\$4,886.65
132-34	4440-IS	Home Medications HL7 Bi-Direct Impl Srvc	Implementation Services for Home Medications HL7 Bidirectional Interface.	per database	\$4,886.65
132-34	4445-IS	Materials Mngmt HL7 Bi-dir Impl Srvc	Implementation Services for Materials Management HL7 Bidirectional Interface.	per database	\$4,886.65
132-34	4452-IS	Preop Data HL7 Bi-Direct Impl Srvc	Implementation Services for Preop Data HL7 Bidirectional Interface.	per database	\$9,773.30
132-34	4453-IS	Documentation Link Impl Srvc	Implementation Services for Documentation Link Inbound Interface.	per database	\$1,954.66
132-34	4454-IS	Events HL7 Inbound Impl Srvc	Implementation Services for Events HL7 Inbound Interface.	per database	\$1,954.66
132-34	4455-IS	Home Medications HL7 Bi-Direct Impl Srvc	Implementation Services for Supply Cabinet HL7 Bidirectional Interface with Pycis.	per database	\$4,886.65
132-34	4456-IS	Anes Supply Billing Outb Impl Srvc	Implementation Services for Anesthesia Supply Billing Outbound Interface.	per database	\$1,954.66
132-34	4457-IS	Anes Supply MM Outb Impl Srvc	Implementation Services for Anesthesia Supply MM Outbound Interface.	per database	\$1,954.66
132-34	4481-IS	Hosp Billing HL7 Outb Impl Srvc	Implementation Services for Hospital Billing HL7 Outbound Interface.	per database	\$2,931.99
132-34	4490-IS	Standard Perioperative IF Impl Services	Implementation Services for Standard Perioperative Interface. Implementation Services fee waived if purchased with any Perioperative product bundle.	per database	\$11,727.96
132-34	4492-IS	CPOE Orders Interface Impl Srvc	Implementation Services for CPOE Orders Interface.	per database	\$51,798.49
132-34	4493-IS	One Patient Record Outb Impl Srvc	Implementation Services for One Patient Record Outbound Interface.	per database	\$31,274.56
132-34	4510-IS	Printout Export PDF/HL7 Outb Impl Srvc	Implementation Services for Printout Export PDF/HL7 Outbound Interface.	per database	\$1,954.66
132-34	4545-IS	Access/Verify Link Impl Services	Implementation Services for Access/Verify Link	per database	\$29,319.90
132-34	4550_2-IS	Imaging System Integration Impl Srvc	Implementation Services for Imaging System Integratino with VistA.	per database	\$3,909.32
132-34	4551_1-IS	Staff HL7 Inbound Interface Impl Svcs	Implementation Services for each Staff HL7 Inbound Interface.	per interface	\$977.33
132-34	4555-IS	TIU Outb Link to VistA Impl Srvc	Implementation Services fro TIU Outbound Link to VistA	per database	\$4,886.65
132-34	4557-IS	CR Printout HL7 Outb Impl Srvc	Implementation Services for Case Record Printout HL7 Outbound Interface.	per database	\$1,954.66
132-34	4565-IS	Scheduling HL7 Outb Impl Srvc	Implementation Services for Scheduling HL7 Outbound Interface.	per database	\$4,886.65
132-34	4570-IS	CRU Discrete Data HL7 Outb Impl Srvc	Implementation Services for Case Record Discrete Data HL7 Outbound Interface.	per database	\$4,886.65
132-34	4575-IS	Meds & Fluids Orders HL7 Outb Impl Srvc	Implementation Services for Medications & Fluids Orders HL7 Outbound Interface.	per database	\$9,773.30
132-34	4577-IS	A/S/N Orders HL7 Outb Impl Srvc	Implementation Services for Assessment, Scores and Nursing Orders HL7 Outbound Interface.	per database	\$4,886.65
132-34	4606_2	Technical - at Customer Site for Anesthesia/PACU.	4 day Technical Course - Picis trainer to perform course at customer site. Customer is responsible for providing the training environment. This will include installation and configuration of servers and workstations for each attendee.	per class	\$7,818.64
132-34	CERT-ED	Client Certification - ED	Client Certification held at Picis facilities.	per attendee	\$4,987.41
132-34	CERT-TPA	Client Certification - TPA	Client Certification held at Picis facilities.	per attendee	\$4,886.65

SIN	Product Number	Product Name	Description	Unit of Issue	GSA Price
132-33	MTN-15	Maintenance and Support	Picis will provide will provide upgrades and service packs to the software. Picis will provide 24/7 help desk support for problem solving. Licensor shall provide Licensee's with Level 2 Maintenance Services. Level 2 Maintenance Services percentage rates shall be 15.3% of Licensor's list price of the Software Programs licensed. In order to receive Level 2 Maintenance Services, Licensee must provide "first-call" support to Licensee's end users of the Software Programs and Licensee will have two employees on staff at all times that have attended and passed the Client Certification Training class, which is held at Picis training facilities in Wakefield, MA. Should Licensee not maintain the requirements for Level 2 Maintenance Services, the Maintenance Fee percentage rates shall change to 18% of Licensor's list price of the Software Programs on the next anniversary date of the Maintenance Term. Client Certification Training tuition is currently \$5,000 per employee plus out-of-pocket expenses.	per database	15.3% of GSA Price
132-33	MTN-18	Maintenance and Support	Picis will provide upgrades and service packs to the software. Picis will provide 24/7 help desk support for problem solving.	per database	18% of GSA price