



U.S. General Services Administration

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

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

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES FSC GROUP: 70

CONTRACT NUMBER: 47QTCA19D0086

CONTRACT PERIOD: 20-Mar-2019 Thru 19-Mar-2024

PERIOD COVERED BY CONTRACT:

MindLeaf Technologies, Inc. 59 Lowes Way, Ste 104 Lowell, MA 01851 (P) 781-275-1845 (F) 781-275-1847

Email: pshah@mindleaf.com / www.mindleaf.com

Contractor's Administration Source:

Business Size: Small DUNS: 869179531

GSA Awarded Terms and Conditions MindLeaf Technologies, Inc.

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS(SINs) SIN 132-56: Health Information Technology Services

- 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See attachedProposed Pricelist
- 1c. HOURLY RATES (Services Only): See attached proposed pricelist
- 2. MAXIMUM ORDER*: SIN 132-56: \$500,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR8.404

- 3. MIMINUM ORDER: \$100
- **4. GEOGRAPHIC COVERAGE:** 48 Contiguous States and Washington, DC, Alaska, Puerto Rico, Hawaii
- **5. POINT(S) OF PRODUCTION:** MindLeaf Technologies, Inc. 59 Lowes Way, Ste 104, Lowell, MA 01851
- **6. DISCOUNT FROM LIST PRICES:** GSA discount (varies) for selected labor categories
- **7. QUANTITY DISCOUNT(S):** Volume discount (varies) for orders above \$500k for some GSA labor categories.
- **8. PROMPT PAYMENT TERMS: 1%** Net 10 Days or **0%** Net 30 Days

9a/9b. Government purchase cards *are accepted* at or below the micro-purchase threshold Government purchase cards *are not accepted* above the micro-purchase threshold

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: To be negotiated at the task order level
11b. EXPEDITED DELIVERY: To be negotiated at the task order level
11c. OVERNIGHT AND 2-DAY DELIVERY: To be negotiated at the task orderlevel
11d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerateddelivery

12. FOB POINT: Destination
13a. ORDERING ADDRESS:
MindLeaf Technologies, Inc. 59 Lowes Way, Ste 104
Lowell, MA 01851

- (P) 781-275-1845
- (F) 781-275-1847

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS:

MindLeaf Technologies, Inc. 59 Lowes Way, Ste 104 Lowell, MA 01851 (P) 781-275-1845 (F) 781-275-1847

- 15. WARRANTY PROVISION: N/A
- 16. EXPORT PACKING CHARGES: N/A
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARDACCEPTANCE:

Accepted at and below the micro-purchase threshold

- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable). $\rm N/A$
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): $\ensuremath{\mathrm{N/A}}$

- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content,

energy efficiency, and/or reduced pollutants):N/A 24b. Section 508 Compliance for EIT: as applicable

- **25. DUNS NUMBER:** 869179531
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Active, CAGE Code:1FWR3

TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES (SPECIAL ITEM NUMBER 132-56)

Vendor suitability for offering services through the new Health IT SIN must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Health Information Technology for Economic and Clinical Health Act of 2009(HITECH)
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications
- Federal Information Security Management Act (FISMA) of 2002

1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
- b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special ItemNumbers on IT Schedule 70.
- c. This SIN provides ordering activities with access to Health IT services.
- d. Health IT Services provided under this SIN shall comply with allHealthcare certifications and industry standards as applicable at the task order level.
- e. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. PERFORMANCE OFSERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

Critical Information Specific to Schedule #70– Information Technology, Software & Services c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlikemanner.

d. Any Contractor travel required in the performance of Health IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diemrates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

4. INSPECTION OFSERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL

ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4

CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009)

(ALTERNATE I – OCT 2008)(DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

5. RESPONSIBILITIES OF THE CONTRACTOR

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

6. RESPONSIBILITIESOFTHEORDERINGACTIVITY

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

7. INDEPENDENT CONTRACTOR

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

8. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

Critical Information Specific to Schedule #70– Information Technology, Software & Services b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR

9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

9. INVOICES

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

10. RESUMES

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

11. INCIDENTAL SUPPORTCOSTS

Incidental support costs are not considered part of the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

12. APPROVAL OFSUBCONTRACTS

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

13. DESCRIPTIONOFHEALTH IT SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of Health IT Service offered under Special Item Numbers 132-56 Health IT Services and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all Health IT Services shall be in accordancewith the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimumgeneral experience and minimumeducation.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: Health IT Subject Matter Expert Minimum Experience: Ten (10) years.

Critical Information Specific to Schedule #70– Information Technology, Software & Services Functional Responsibilities: Significant information technology consulting and clinical information system strategy and implementation experience. Experienced in client engagements representing a wide array of activities, related to professional information technology projects, in a healthcare/clinical environment, including strategic planning related to information technology systems and/or software – electronic healthcare record, governance, process design/redesign, clinical content development, and communications and training strategies for information technology solutions.

Minimum Education: Medical Doctor or Registered Nurse (Nurse Practitioner)

Education Substitutions for 132-56 Labor Categories

Degree	Experience Equivalent
Associates	High School plus two years experience
Bachelors	Associates degree plus two years experience
Masters	Bachelors degree plus two years of experience or Associates degree plus four years experience
PhD/Doctorate	Masters degree plus two years experience or Bachelors degree plus four years experience

The years of experience substituted may be used to satisfy education requirements.

Completion of higher education which has not yet resulted in a degree may be counted as one-for-one years of experience for each year of higher education and may be used to satisfy education requirements.

Experience Substitutions for 132-56 Labor Categories:

Advanced Degree	Equal-To Years of Experience
Masters	Two Years
PhD/Doctorate	Four Years

May be used to satisfy experience requirements when the minimum Education requirements are met.

Labor Category Name	Labor Category Description	Min Years Experience	Min Education
Health – Functional	Health – Functional Analyst provide knowledge in industry, process or	10 years Or If Bachelors	Associates HIM or Bachelors
Analyst	technology areas. The responsibilities include:	6 years	AND
	Conduct focused audits for coding compliance or training purposes;		Professional Certification or RHIT/RHIA
	develop standardized coding training;		
	deliver coding education/training to individuals or groups;		
	and identifying/educating on clinical documentation improvement opportunities.		
	Lead clients through streamlining, reengineering and transforming business process.		
	Scope specific to Health – IT programs		
Health Admin Specialist	The Health Administrative Specialists uses information system and IT program applications to:	10	Bachelors
	Manage workflow by assigning tasks to other administrative/medical employees		

		1	
	daily, ensuring that deadlines are met and work is completed		
	Assist in training staff members and new hires		
	Implement and monitor programs as directed by management, and sees the programs through to completion		
	Plan and produce reports, correspondence, memos and other documentation as needed		
Health- Customer Service	The Health Customer Service may perform some of the following tasks using information systems program and technologies:	2	Associates
	Ansers inquiries by clarifying desired information, researching, locating and providing information		
	Resolves problems by clarifying issues; researching and exploring answers and alternative solutions; implementing solutions, escalating unresolved problems		
	Fulfills requests by clarifying desired information, completing transactions; forwarding requests		
	Maintains call center database by entering information and document customer interaction		
	Develops appropriate reporting rquirements by supervisor or manager		
	Handles Subject Matter Expert inquiries and assist other team members		
Medical Billing/ Account Management Specialists	The Medical Billing/Account Management Specialist provides technical analysis and/or verifies the accuracy of claims/invoices and has training in or experience with the use of information systems for billing and account management. This individual may:	2	HS Diploma with Certifications or Associates
	Input and validate service orders		
	Analyze vendor invoices, service orders to assure rates are correct and in compliance with quoted prices and dates of service		
	Reconcile invoice and inventory records, ensuring accuracy of ICD10 codes		
	Operate and update various data bases relative to task order and inventory maintenance.		
Health Analyst	The Health Analyst oversees or develops medical record management systems, including computer programs to monitor health data quality. The Health analyst may:	1	Associates With RHIT/RHIA certifications
	Analyze data for reports, presentations and		

publications	
•	ecord files, including lence files
	g medical and research and prepare slides for ns
Outpatient Evaluation and Ma ICD diagnoses, cuterminology (CPT Common Procedur (HCPCS), modifies from medical recoor electronic) for CTrains and educate	and Healthcare c Coding System s and quantities derived d documentation (paper attraction traction tra
Inpatient ICD codes for diag Medical Severity - Group (MS-DRG) assigned by the group inpatient stays. In be responsible for accurate ICD diag terminology (CPT Common Procedur (HCPCS), modified medical record does electronic) for inpaservices (a.k.a, rouse in the medical record does not be a service of the medical record does no	uper software) for atient coders may also he assignment of oses, current procedural and Healthcare c Coding System s, and quantities from umentation (paper or cient professional hds or IBWA s and educates MTF es and plays a
educates Provider(and plays a signifi compliance activit and effective feedl	ffective training mote coding and rovement. Trains and) staff on coding issues ant role in coding es. Delivers appropriate ack and training via all/webinar software, and

b. Pricing: Health IT Services 132-56

Government site Rates

Government Site Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Health – Functional Specialist	\$76.97	\$77.90	\$79.85	\$81.84	\$83.89
Health – Admin Specialist	\$53.64	\$54.98	\$56.36	\$57.76	\$59.21
Health – Custome Service	\$37.71	\$38.65	\$39.62	\$40.61	\$41.62
Medical Billing/ Account Management Services	\$32.65	\$33.47	\$34.30	\$35.16	\$36.04
Health Analyst	\$37.44	\$38.38	\$39.34	\$40.32	\$41.33
Medical Coding – Outpatient	\$64.78	\$66.40	\$68.06	\$69.76	\$71.50
Medical Coding - Inpatient	\$62.77	\$64.34	\$65.95	\$67.60	\$69.29
Medical Coding – Training	\$50.77	\$52.04	\$53.34	\$54.67	\$56.04

MindLeaf Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Mr. Paresh K. Shah, President / CEO, 781.275.1845 or by e-mail at pshah@mindleaf.com.

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

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

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

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

Signatures			
Ordering Activity	Date	Contractor	Date

|--|

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number TBD, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) this B	The following contract items can be order PA are subject to the terms and conditions	red under this BPA. All orders placed against of the contract, except as noted below:			
	MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE			
(2)	Delivery:				
	DESTINATION	DELIVERY SCHEDULES / DATES			
(3) throug		not guarantee, that the volume of purchases			
(4)	This BPA does not obligate any funds.				
(5) which	This BPA expires onever is earlier.	or at the end of the contract period,			
(6)	The following office(s) is hereby authorized to place orders under this BPA:				
	OFFICE	POINT OF CONTACT			
(7) paper.	Orders will be placed against this BPA vi	a Electronic Data Interchange (EDI), FAX, or			
(8) delive	Unless otherwise agreed to, all deliveries ry tickets or sales slips that must contain th	± • • • • • • • • • • • • • • • • • • •			
	 (a) Name of Contractor; (b) Contract Number; (c) BPA Number; (d) Model Number or National Stock Number; (e) Purchase Order Number; (f) Date of Purchase; 	mber (NSN);			

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that

the invoice is itemized to show the information); and

(h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

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



U.S. General Services Administration

Contract Summary Document

Company Name: MINDLEAF TECHNOLOGIES INC.

Duns Number: 869179531

Contract Number: 47QTCA19D0086

1. Estimated Award Value :\$ 475000

Base Period : \$ 100000

Option Period 1:\$ 125000

Option Period 2:\$ 125000

Option Period 3 :\$ 125000

2. Solicitation Number: FCIS-JB-980001-B

3. Contract Period: March 20, 2019 through March 19, 2024

4. Business Size: Small Business

5. Business Types:

Business Type	Description
27	27 - Small Disadvantaged Busin
2X	2X - For-Profit Organization
23	23 - Minority Owned Business
QZ	QZ - Subcontinent Asian (Asian
HQ	HQ - DoT Certified Disadvantage Business Enterprise

6. Sub Contracting Plan Expiration : N/A

7. Items Awarded:

SIN	Description
132 56	132 56-Health Information Technology Services - SUBJECT TO
	COOPERATIVE PURCHASIN

Labor Categories:

Health - Functional Specialist, Health - Administration Specialist, Health - Customer Service, Medical Billing Specialist, Health - Analyst, Outpatient Medical Coder, Inpatient Medical Coder, Medical Coding - Training

8. Escalation Rates:

552.216-70

9. IFF Statement:

552.238-74 - Industrial Funding Fee and Sales Reporting - refer to contract for current version applicable to offer / award

10. Minimum Order Quantities:

\$100

11. Minimum Order Limit: \$ 100

12. Maximum Order Limit: \$ 500000

13. Geographic Coverage:

SIN	Scope
132 56	W - WorldWide

3

14. Prompt payment Discounts :

Discount1: 1 % if Payment is made within 10 days Discount2:

00.000 % if Payment is made within 00 days Net 30 days.

Volume Discounts:

additional 1% for sales greater than \$250,000; 2% for sales greater than \$750,000

15. MFC(Most Favorable Customer):

All Commercial Customers

16. Approved Exceptions:

N/A

17. Terms and Conditions:

Clause Title

Terms and Conditions Notes: