



## AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (this “Amendment”) is made as of 1<sup>st</sup> day of June, 2020 (the “Effective Date”) by and between the University of North Texas Health Science Center located at 3500 Camp Bowie Boulevard, Fort Worth TX 76107 (“Client”), and MedHub, LLC (“MedHub”), located at 510 Marquette Avenue S. 3rd Floor Minneapolis, MN 55402. Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

WHEREAS, Client and MedHub (as successor to Assessment Technologies Institute, LLC and its Advanced Informatics pursuant to an inter-company transaction in December 2015) entered into a Services Agreement dated June 1<sup>st</sup> 2014 (the “Agreement”); and

WHEREAS, Client and MedHub desire to amend the original terms of the Agreement in accordance with the following Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the payment of fees set forth in Section 3 of this Amendment, Section 2 and Schedule B (Price List and Payment Terms) of the Agreement are each hereby modified to extend the Agreement for an additional 3 year term, Maintenance Fee Yrs. I (effective 6/1/2020 – 5/31/2021), Maintenance Fee Yrs. II (effective 6/1/2021 – 5/31/2022) and Maintenance Fee Yrs. III (effective 6/1/2022 – 5/31/2023).
2. In addition, the Agreement is hereby amended to reflect the updated rate for training services provided by MedHub, such that the rows setting forth onsite training rates in Schedule B (Price List and Payment Terms) are hereby deleted and the following language shall be inserted following the table in Schedule B:

“Client may retain the Company to provide training services under the Agreement related to the E\*Value system. Such services will be charged at the rate of \$1,250 per trainer per day. In the event that such training occurs at Client’s location, Client shall reimburse MedHub for any travel related expenses (travel, lodging & meals).”

3. Annual Subscription Fee per user as set forth in the Order Form executed by Client on or about the date hereof (the “Order Form”), invoiced annually in advance and subject to increase upon thirty (30) days advance written notice by MedHub; provided, however, that the annual Maintenance/support fees may not be increased by more than five percent (5%) per contract year.
4. MedHub reserves the right to suspend access to the System if Client is more than ninety (90) days past due on any undisputed amounts due to MedHub under the Agreement (as amended herein), but only after MedHub notifies Client of such failure in writing to the Client notice party identified in the Agreement and such failure continues for fifteen (15) days after receipt of such notice. Suspension of access to the System shall not release Client of its payment obligations under the Agreement. Client agrees that MedHub shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to suspension of access to the System resulting from Client’s nonpayment.
5. Client has indicated by checking the applicable box below whether a purchase order is required as part of Client’s contracting process.

Yes       No

6. In consideration for the extension of the term set forth in this Amendment, Client acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, the Agreement may only be terminated as a result of breach or for non-appropriated funding pursuant to the applicable terms of the Agreement.
7. Except as expressly amended herein, all terms contained in the Agreement shall remain in full force and effect.
8. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Copies of this Amendment, including any copy with a facsimile signature, shall have the same force and effect as an original.

IN WITNESS WHEREOF, this Amendment shall become effective as of the Effective Date.

**University of North Texas Health Science**

**MedHub, LLC**



3/4/2020

3/4/2020

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



510 Marquette Avenue S. 3rd Floor  
 Minneapolis, MN 55402  
 Voice: (734) 580-2000

### Software Order Form

Sales Rep	Mike Deuhs
Phone	612-877-7257
Email	mike.deuhs@medhub.com

<b>Organization Name</b>	University of North Texas Health Sciences Center - Physician Assistant Studies	<b>Service Start Date</b>	June 1 2020
<b>Contact</b>	Kim Williams	<b>Service End Date</b>	May 31 2023
<b>Email</b>	kim.williams@unthsc.edu	<b>Service Term</b>	36 Months
<b>Billing Address</b>	3500 Camp Bowie Blvd. EAD 416A	<b>Billing Method</b>	Net 30
<b>City, State, ZIP</b>	Fort Worth, TX 76107	<b>Billing Type</b>	Annually
<b>Phone</b>	817-735-5499	<b>PO required</b>	
<b>Tax ID #</b>		<b>PO Number</b>	

Projected Qty	Type of Program	Product	Type of User	Description	Additional Notes	Per Unit Cost	First Year Subscription Fee
225	AH	eValue	Student	Annual Subscription Fee Per Authorized User	6/1/2020 - 5/31/2021	\$140.00	\$31,500.00
							\$0.00
							\$0.00
							\$31,500.00
							Subtotal
							\$31,500.00
Projected Qty	Type of Program	Product	Type of User	Description	Additional Notes	Per Unit Cost	Second Year Subscription Fee
225	AH	eValue	Student	Annual Subscription Fee Per Authorized User	6/1/2021 - 5/31/2022	\$140.00	\$31,500.00
							\$0.00
							\$0.00
							\$31,500.00
							Subtotal
							\$31,500.00
Projected Qty	Type of Program	Product	Type of User	Description	Additional Notes	Per Unit Cost	Third Year Subscription Fee
225	AH	eValue	Student	Annual Subscription Fee Per Authorized User	6/1/2022 - 5/31/2023	\$140.00	\$31,500.00
							\$0.00
							\$0.00
							\$31,500.00
							Subtotal
							\$31,500.00

*Subscription Fees for Faculty/Physician, Administrator and/or Preceptors are included.*

Qty	Qty Type	# of Trainers	Product	Additional Services Description	Additional Notes	Per Unit Cost	Annual Fee
1			Optimization Scheduling	Other Annual Fees	EVOS	\$4,500.00	\$4,500.00
				Other Annual Fees			\$0.00
							\$4,500.00
							Subtotal
							\$4,500.00
Qty	Qty Type	# of Trainers	Product	Professional Services Description	Additional Notes	Per Unit Cost	One Time Fee
				Onsite Training Per Day	Travel Paid By Client	\$1,250.00	\$0.00
				Data Conversion			\$0.00
				Integration or Systems Interface			\$0.00
							\$0.00
							Subtotal
							\$0.00

**Important Terms:**

The Services provided under this Software as a Service Agreement Order are governed solely by the terms of the MedHub Software as a Service Agreement (or MedHub Contract Package) executed between the parties. This offer expires 90 days from the proposal date noted above. This Software Order Form, once signed by you, below, and submitted to MedHub is non-cancellable.

<b>Total First Year Fee</b>	<b>\$36,000.00</b>
<b>Total Second Year Fee</b>	<b>\$36,000.00</b>
<b>Total Third Year Fee</b>	<b>\$36,000.00</b>
<b>Total Contract Value</b>	<b>\$108,000.00</b>

Payment: All MedHub invoices are due and payable based on the billing method described above. The Annual Subscription Fees per Authorized User may be increased upon 30 days advance notice; provided, however, that such fees may not be increased by more than 5% per contract year. MedHub reserves the right to suspend online access in the event that any payment is more than 90 days overdue. Any tax owed by you will be added to the purchase amount. If you are tax-exempt, please provide your tax-exempt certificate prior to invoicing to MedHub. Please refer to section 5.4 in the MedHub Software as a Service Agreement for reimbursable expenses.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS



Date: \_\_\_\_\_

Please complete and send to: \_\_\_\_\_  
 Thank you for this opportunity

HSC Contract #2020-0461

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims against University.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall

issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

**Travel Expenses.** In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Insurance.** University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76,

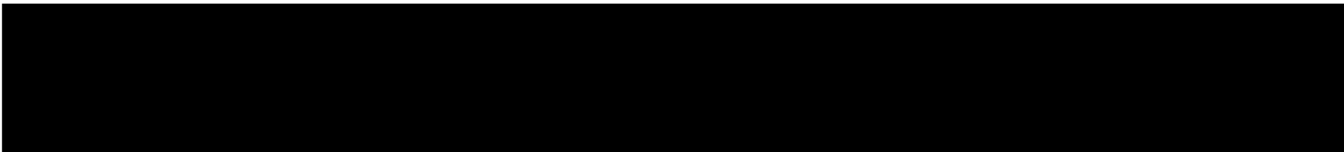
48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT  
WORTH**



Date: 3/4/2020

Date: 3/4/2020

HSC Contract # 2020-0461

## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.