
The University of North Texas Health Science Center on behalf of Texas College of Osteopathic Medicine Project

Project Details

This Project Statement covers various high-level details related to the licensing of eKeeper, eduSched, eCLAS, and eEvaluate for the Texas College of Osteopathic Medicine.

eKeeper

- Faculty Information Management
- Student Information Management
- Clinical Site Management
- Preceptor Management
- Automated Reminders
- Clinical Site Directory Report
- Preceptor Directory Report
- Expirations Report

eduSched

- Path Capacity Tracking for Year 3 Schedule
- Path Preferences for Year 3 Students
- Run automated scheduler for Year 3 Schedule Paths
- Preceptor and Site Requests for Year 4 Students
- Schedule Planner for Modifications
- Schedule Publishing
- Schedule Report

eEvaluate

- Evaluation Forms (5 Forms included)
- Evaluation Assignment
- Automated Reminders
- Mobile Evaluation interface for Preceptors
- Ability to Mark evaluations as Reviewed
- Track Completed vs. Not Completed Evaluations
- Reporting

eCLAS

- Case Logging
- Time Logging
- Case Log Dashboard
- Case Logs by Student Report
- Time Logs by Student Report
- Student Competency Report

Pricing

The following is a cost breakdown. Please see notes for separate costs.

ANNUAL LICENSING AND HOSTING FEES (Recurring)			
1	eMedley Basic Annual Maintenance and Support Fee*	\$5,000	\$0
1	eKeeper License, Maintenance, and Support (100% discount from standard rate)*	\$2,500 (waived)	\$0
461	eEvaluate and eCLAS Student Annual License (40% discount)	\$65/student	\$29,965.00
1	eduSched Automated Scheduling. Includes running of the automated scheduler one time per year to schedule the student cohort for their entire term. (50% discount from standard rate.) *	\$6,000	\$6,000

*Special discount; contingent on implementation of all systems listed above and a minimum of 400 student accounts per year for a 3-Year term. The no. of student licenses will be based on actual count.

*Licensing fees are subject to an annual increase for additional terms.

One Time Customization Costs (as necessary)

AllofE works very closely with clients to build any custom functionality that may be needed from time to time. Examples include:

- Development of new functionality
- Customization of existing functionality
- Customizations to forms
- Implementation of additional evaluation forms
- Additional custom reports
- Custom data exports
- Changes to scheduling algorithms

Requests for custom projects may be submitted as Feature Requests. These projects will be separately estimated in terms of time needed to design, develop and implement the functionality. The program will be able to use AllofE Solutions' discounted hourly development rate. The current rate is \$150 per hour for academic clients.

Technical Support and Training

Allofe offers a number of technical support and training options. The implementation includes eMedley's comprehensive ticketing system where the university's support administrator will be able to submit tickets requesting support. 360 Minutes of Ticket support per year is also included.

Client Ticketing System

One administrative user may be given access to the Client Ticketing System. This user may submit items into the following three categories.

1. Tickets for Bugs or Errors – Tickets can be submitted when there is a bug or error with the system. Only one issue may be submitted per ticket. If more than one issue is submitted, the ticket will be separated accordingly. The following prioritization applies to tickets:
 - Low priority items are those appearing in very specific circumstances or affecting just a small set of users.
 - Medium priority items are those where progress can still be made through other means, but are time-sensitive.
 - High priority items are rare, mission-critical issues affecting the entire system, which need to be resolved in order for any progress to be made.

2. Feature Requests for New Functionality or Training – Feature Requests can be submitted for New Functionality or Training. AllofE will estimate the time for the request and provide a cost estimate. Once approved, the functionality will be developed or training provided and invoiced accordingly.

For requests that are estimated to exceed 100 hours of development, a cost will be allocated to estimating the project. The cost to estimate these will be covered by the client and applied back to the feature request.

3. Suggestions for Possible System Enhancements – AllofE welcomes your ideas. General ideas that are not time sensitive can be submitted as a Suggestion. These are reviewed on a quarterly basis. If selected, the functionality is added to the next year's development timeline and then released with the version of the software following that development.

Additional Support

Additional Ticketing System or Email support is available at a rate of \$3 per minute billed in 10-minute increments. Minutes can be purchased ahead of time at a rate of \$150 per hour.

Consultation and Training

One 1-Hour webinar Consultation session provided for up to 5 administrative users. Training material will be provided 1 week prior to session. Attendees will be required to review training material and submit questions 24 hours prior to session. Consultation session time will be dedicated to answering these administrative questions and reviewing more complex functionality.

Online training sessions may be requested by submitting a Feature Request through the Client Ticketing system. The cost is \$75 for half hour and \$150 for full hour. On-Site Training is also available at a rate of \$2,500 per day plus cost of travel.

Payment Terms

First year payment of fees and the first year's license fees will be due on July 1, 2021. Future year annual license fees will be due on July 1 each year thereafter.

Late fees will be assessed based on applicable Texas Prompt Payment Statute.

Implementation

eMedley is a SAAS implementation and is deployed as a cloud-based, hosted service. Deployment and hosting of the application will be done by AllofE. AllofE will install the applications as well as the database as part of the implementation process.

All work to implement, install, maintain, and support the system will be performed in the State of Kansas.

Confidential Information

AllofE and University may disclose to the other party information concerning Inventions, confidential know-how and trade secrets to further the performance of this Agreement, the Contract or the Services.

"Confidential Information" includes, but is not limited to, technical and business information related to the inventions or products, research and development, production, manufacturing and engineering processes, computer software, costs, profit or margin information, finances, customers, employees, students, faculty, recruitment policies and programs, compensation information, marketing, and production and future business plans.

All Confidential Information shall remain the sole property of the owning party. The parties shall have no right to use the Confidential Information of the other party other than in the performance of the Services.

AllofE and University agree that they shall hold all Confidential Information in strict confidence. The parties shall take all reasonable steps to ensure the confidentiality of all Confidential Information.

AllofE Confidential Information. If AllofE provides University with any confidential written information, it shall be marked "Confidential" and University shall protect AllofE's confidential information with the same standard of care UNT protects its own confidential information, subject to University's obligations under the Texas Public Information Act. 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. Provided, however, that patient information shall be kept confidential in accordance with HIPAA.

Term and Termination

The license granted by this Agreement shall commence on July 1, 2021 and shall continue for a period of 3 years thereafter. Annual license to eMedley shall automatically renew for an additional year on July 1, 2024, and each year thereafter unless otherwise terminated. University may terminate the license(s) by giving AllofE Solutions written notice of termination at least 30 days prior to expiration of the current term. AllofE may terminate the license(s) by giving University written notice of termination at least 30 days prior to expiration of the current term.

Addendum attached hereto and incorporated herein for all purposes.

IN WITNESS WHEREOF, University and AllofE Solutions have caused this Agreement to be signed and delivered by their duly authorized agents.



Date: 7/20/2021

AllofE Solutions

Date: 6/24/2021

The University of North Texas Health
Science Center on behalf of Texas College
of Osteopathic Medicine
HSC Contract # 2021-0863

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.

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 Subchapter 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

Texas College of Osteopathic Medicine

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. Pursuant 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.

AllofE Solutions

The University of North Texas Health Science
Center on behalf of Texas College of Osteopathic
Medicine



Date: 7/20/2021

Date: 6/24/2021

HSC Contract # 2021-0863

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.