sono)sim

The Easiest Way to Learn Ultrasonography®

SonoSim® UME Package

Submitted by:
1738 Berkeley St
Santa Monica, CA 90404

Submitted to:
University of North Texas Health Science Center - Texas College of Osteopathic Medicine - SOM
3500 Camp Bowie Blvd.
Fort Worth, TX 76107

Wednesday, June 30, 2021

Dear ███████

Thank you for your interest in the SonoSim Ultrasound Training Solution! We are confident that SonoSim will dramatically improve your ultrasound training and proficiency assessment efforts at University of North Texas Health Science Center - Texas College of Osteopathic Medicine - SOM.

The SonoSim Ultrasound Training Solution is a breakthrough product that has revolutionized ultrasound training and assessment in over 1,300 institutions, programs, and simulation centers worldwide. Our solution overcomes longstanding barriers and high opportunity costs to ultrasound education by providing groups and institutions with the resources they need to create a comprehensive ultrasound curriculum and an engaging learning experience. Our proven-effective and award-winning products and services allow our members to:

- Access cloud-based, didactic **SonoSim Courses**
- Scan real-patient data on-demand, including both normal and pathologic sonographic conditions
- Teach image acquisition and interpretation through the patented **SonoSimulator®**
- Assess ultrasound knowledge and performance with **SonoSim Performance Tracker**
- Use **SonoSim LiveScan®** to teach how to integrate ultrasound findings into medical decision making
- Teach and assess a variety of ultrasound-guided procedures

This proposal is meant to address your unique ultrasound education needs, as well as describe SonoSim's licensing terms. The Investment Summary section of this proposal includes a quote with current pricing for your specific SonoSim Ultrasound Training Solution configuration. If you have any questions, please do not hesitate to contact us.

From the entire SonoSim Team, we look forward to working with you!

Sincerely,

Research-Based Benefits

The integration of bedside ultrasound is a proven method of improving anatomy and physiology understanding with **95% of medical students agreeing that ultrasound should be added into UME curricula.**[1,2] Ultrasound simulation is an evidence-backed method of instructing how to acquire, interpret, and integrate ultrasound imagery towards medical decision making.[3,4] Created by medical professionals, the SonoSim Ultrasound Training Solution responds to an unmet need to efficiently deliver ultrasound education.
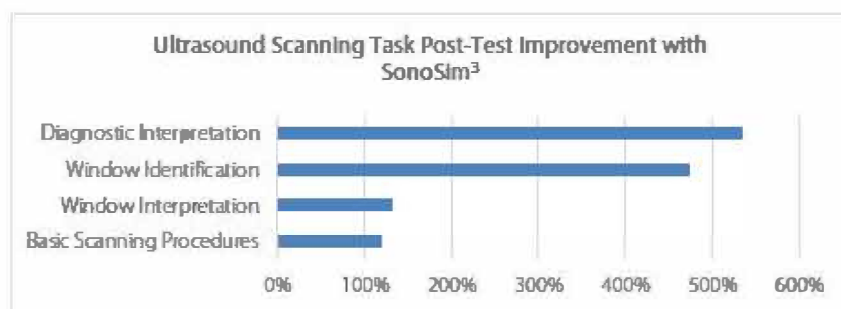
Equally effective as live instruction in ultrasound image acquisition training[2]	**More effective** than live instruction in ultrasound image interpretation training[3]	Able to **uniformly train & assess** any number of learners[2,3]

Ultrasound Scanning Task Post-Test Improvement with SonoSim[3]

- Diagnostic Interpretation
- Window Identification
- Window Interpretation
- Basic Scanning Procedures

(0% – 600%)

A Time- & Cost-Effective Solution

Traditional apprenticeship and peer-to-peer models for ultrasound education are time consuming and logistically difficult. One study found that teaching ultrasound to a class of 184 students required 484 additional hours per year of instructor time, while students only scanned for 14-18 hours within a two-year preclinical curriculum.[5] SonoSim delivers in-depth instruction and assessment at a fraction of the cost.

	Live Instruction – Course-Based Education	SonoSim Ultrasound Training Solution
Didactic Instruction	Inconsistent access to didactic instruction	24/7 access to peer-reviewed, cloud-based courses
Learner to Instructor Ratio & Scan Time	4:1 learners to instructor/machine ratio 10-15 minutes per scanning station	Each learner has their own SonoSim Probe Unlimited scan time
Access to Pathology	Little to no access to pathologic conditions	Scan hundreds of pathologic conditions on-demand
Monitoring & Evaluation	No tracking nor documentation of knowledge or skills	Performance tracking and reports for compliance & audits
Cost per Hour	$83.33/learner/hour*	**$2.51/learner/hour****

*Based on a $2,000 course with three 8-hour days of lecture/scanning   ** Based on the SonoSim GME package offering 216.75 hours of educational content

1. Brown B, Adhikari S, Marx J, et al. Introduction of ultrasound into gross anatomy curriculum: perceptions of medical students. J Emerg Med. 2012 Dec;43(6):1098-1102. Epub 2012 Mar 28.
2. Florescu CC, Mullen JA, Nguyen VM, et al. Evaluating didactic methods for training medical students in the use of bedside ultrasound for clinical practice at a faculty of medicine in Romania. J Ultrasound Med. 2015 Oct;34(10):1873-82. Epub 2015 Sep 11.
3. Paddock MT, Bailitz J, Horowitz R, et al. Disaster response team FAST skills training with a portable ultrasound simulator compared to traditional training: pilot study. West J Emerg Med. 2015 Mar;16(2):325-330.
4. Chung GKWK, Gyllenhammer RG, Baker EL, et al. Effects of simulation-based practice on focused assessment with sonography for trauma (FAST) window identification, acquisition, and diagnosis. Mil Med. 2013 Oct;178(10 Suppl):87-97.
5. Siegel-Richman Y, Kendall J. Establishing an ultrasound curriculum in undergraduate medical education: how much time does it take? J Ultrasound Med. 2018 Mar;37(3):569-576. Epub 2017 Sep 6.

About the SonoSim UME Package

The UME Package transforms personal computers into individual ultrasound training platforms. Through a scalable asynchronous, "flipped classroom" environment, the UME Package includes a SonoSim Probe, USB drive with the SonoSim Software, scan pad, and carrying case for each user.

The SonoSim UME Package provides 24/7 access to all 70+ SonoSim Modules on an annual licensing term, providing each user flexibility within the curriculum. A minimum of 5 users is required.

SonoSim® Modules

SonoSim's educational content is structured in a modular format, with each SonoSim Module consisting of:

1. SonoSim® Courses

Developed by leading experts in ultrasonography and medical education, SonoSim's peer-reviewed, cloud-based courses utilize a multimedia format with ultrasound imagery, audio narration, and animation to appeal to a variety of learning styles. Courses are accessible via PC, tablet, and mobile app.

2. Hands-On Scanning Cases in the SonoSimulator®

SonoSim's patented approach involves capturing real-patient ultrasound scans and making them scannable within the SonoSimulator. As a result, **users access an on-demand and standardized scanning experience of normal anatomy and pathologic findings without needing live patients.**

Users simulate the tactile and visuomotor experience of using an actual ultrasound probe learning how to perform the probe movements that expert sonographers used to scan the original patients. Virtual instruction further develops ultrasound image acquisition and interpretation skills.

3. Knowledge Assessments

Throughout a SonoSim Course, learners answer interspersed knowledge assessment questions and receive feedback with explanations. At Course completion, learners take a final Mastery Test for immediate scoring. All questions follow the best practice guidelines set forth by the National Board of Medical Examiners (NBME), the writers of the United States Medical Licensing Exam (USMLE).

Additionally, instructors can assess learners' knowledge and skills competency by reviewing and providing feedback on ultrasound images saved during SonoSimulator hands-on scanning sessions.

For more information, please watch a demo of The SonoSim Ultrasound Training Solution here.

SonoSim® Performance Tracker

SonoSim Performance Tracker allows instructors and system administrators one seamless interface to monitor and assess real-time performance metrics for:

- Course completion rates
- Mastery Test scores
- SonoSimulator ultrasound scanning tasks

Performance Tracker also comes equipped with exportable reports and curriculum integration tools, such as Module Assignments and industry recommendations, to help integrate SonoSim into an existing curriculum.

In addition to tracking metrics, instructors have the capability to provide feedback directly to learners on their saved ultrasound images from the SonoSimulator. Learners can also build individual e-portfolios of performance and saved ultrasound scans to demonstrate ultrasound experience and proficiency, address graduate medical education milestones, or address future credentialing requirements.

The UME Package includes Performance Tracker for each user for the contract duration at no additional cost.

SonoSim® Care

SonoSim Care provides a comprehensive warranty that protects against manufacturer's defects and includes free top-tier customer support and software updates. The UME Package includes SonoSim Care for the contract duration at no additional cost.

Upgrades
The SonoSim Library grows on a regular basis. As additional SonoSim Modules are released, they will become available to UME Package clients on a periodic basis at no additional cost.

Quality Assurance and Standards

ISO Certification
The International Organization for Standardization (ISO) is globally recognized for their quality management standards designed to assure product and process consistency and reliability. Demonstrating unwavering commitment to quality and excellence, SonoSim is ISO 9001:2008 certified.

FERPA Compliance
SonoSim fully complies with the Family Educational Rights and Privacy Act (FERPA) and the regulations promulgated thereunder with respect to any personally identifiable information from student records disclosed to SonoSim in connection with the use of the SonoSim Ultrasound Training Solution.

Courtney Reising
Strategic Account Manager
1738 Berkeley St
Santa Monica, CA 90404

INVESTMENT SUMMARY

EXPIRATION DATE	QUOTE #
7/29/2021	Q-02426

NAME / ADDRESS
University of North Texas Health Science Center - Texas College of Osteopathic Medicine - SOM

3500 Camp Bowie Blvd.
Fort Worth, TX 76107

REP	Ship Terms	Pay Terms
Courtney Reising	Destination	Net 30

Subscription Term
7/6/2021 - 5/31/2023

Year 1

SKU	Product Name	QTY	Per Unit	Subtotal
100-5032	SonoSim® UME Hardware Bundle	50	$0.00	$0.00
200-9055	SonoSim® UME Package - Software License	50	$545.00	$27,250.00
			Year 1 Subtotal:	$27,250.00

Year 2

SKU	Product Name	QTY	Per Unit	Subtotal
200-9055	SonoSim® UME Package - Software License	50	$492.99	$24,649.50
			Year 2 Subtotal:	$24,649.50

SUMMARY OF QUOTE TOTALS	
Year-1 Subtotal	$27,250.00
Year-1 Estimated Tax	$0.00
Shipping and Handling	$300.00
Year-1 Total	$27,550.00
Quote Grand Total	$52,199.50

Please note: Terms and Conditions mutually agreed to by SonoSim and the University of North Texas Health Science Center at Fort Worth as part of the September 2, 2020 Agreement, reference number 2020-0954_Req_144827 will govern this Agreement.

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

PLEASE SIGN THIS PROPOSAL AND INVESTMENT SUMMARY AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY VENDOR

ACCEPTED BY CUSTOMER

7/1/2021

Please print name and title   Date

HSC Contract # 2021-0894

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 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 Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76,
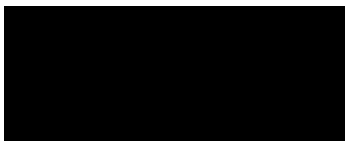
48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, 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.
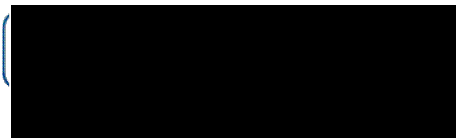
VENDOR

By: ▮▮▮▮▮▮▮
Nam ▮▮▮▮▮▮▮
Title: ▮▮▮▮▮▮▮
Date: _7/6/2021_

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

By: ▮▮▮▮▮▮▮
Name: ▮▮▮▮▮▮▮
Title: ▮▮▮▮▮▮▮
Date: _7/1/2021_

HSC Contract # 2021-0894

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.