

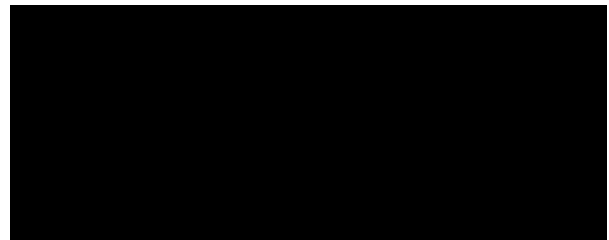


University of North Texas Health Science Center - School of Pharmacy

Quote created on June 17, 2021 - Reference: 20210617-131300784

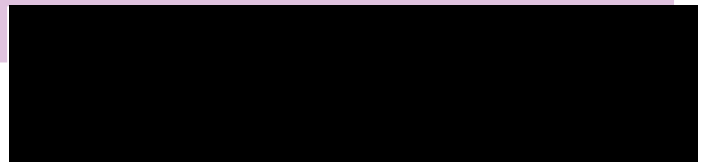
University of North Texas System College of
Pharmacy

UNT Health Science Center 3500 Camp Bowie
Blvd.
Fort Worth, TX 76107
United States



Comments

This Subscription Order Form (this "Order") is between Estia, Inc. dba Enflux, ("Enflux") and the Customer named above (the "Customer") and is dated effective July 26, 2021 (the "Effective Date"). This Order is made on the terms, conditions, and restrictions stated in the Enflux Terms of Service found at www.enflux.com/legal as of the Effective Date (the "Terms of Service").



Products & Services

Enflux Enhanced Platform with ActionPlans & Strategic Plan Premium

1 x ~~\$18,112.50 / year~~

A. The Enflux platform is a web application available at <https://eai.enflux.com>. The CUSTOMER will be allowed to include up to 45 active users. Includes the following:

100% discount **\$0.00 / year**
for 1 year

The user management system to manage Enflux users, faculty, mentors, and committee members. The CUSTOMER will be responsible for ensuring only active, current employees of the university or school have access to the Enflux platform.

The ability for users to create ActionPlans® to Document, track, and evaluate data-driven decisions aligned to the strategic plan, accreditation standards, and other goals.

The Strategic Plan and the ActionPlans® dashboards. Users will access all dashboards through the user interface.

The ability to download the ActionPlans® as PDFs and easily sort, group, and bundle multiple ActionPlans® into a single PDF document: perfect for accreditation reports, committee meeting reviews, and personal to-do lists.

ACPE Monitoring dashboards

1 x ~~\$15,000.00 / year~~

AACP Survey Dashboard

\$5,000.00 discount **\$10,000.00 / year**

for 1 year

A. This dashboard incorporates data from the AACP surveys (graduating student, alumni, preceptor, and faculty) for the CUSTOMER's school, peer schools, and national level for at least three years.

Data Source Requirements:

- Enflux must receive the survey data in Excel (.xls or .xlsx) file formats.
- The CUSTOMER is responsible for selecting the desired peer group year over year when downloading data from the AACP site for delivery to Enflux.

B. NAPLEX, MPJE, PCOA Dashboards

- Enflux incorporates summary-level data for the NAPLEX, MPJE, and PCOA data into the appropriate dashboard(s).

Data Source Requirements:

- Enflux must receive the data in Excel (.xls or .xlsx) or PDF (.pdf) file formats as delivered by NABP to the schools.

EDU Suite

320 x ~~\$100.00 / year~~

The EDU Suite dashboards incorporate data from ExamSoft with the program's curriculum map.

\$60.00 discount **\$12,800.00 / year**

for 1 year

Data Source Requirements:

Enflux must receive appropriate ExamSoft access in order to download the proper data.

- It is the responsibility of the CUSTOMER to ensure all items within ExamSoft are tagged with the appropriate categories and sub-categories.
- Students must be uniquely identifiable in a uniform way within ExamSoft. All data extracted from ExamSoft will be loaded into Enflux as-is and no data cleanup will be conducted on the part of Enflux.
- The CUSTOMER is responsible for correctly mapping faculty to courses and faculty to mentees via the Enflux user interface to ensure faculty has the appropriate permissions to the appropriate data.

A. ActionPlans® for Academic Advising

Users can create ActionPlans® for documenting academic advising sessions and student interventions. The ActionPlans® can also be used as a student portfolio to document student self-assessments, reflections, plans, and achievements.

- Users will be able to download the ActionPlans® as PDFs and easily sort, group, and bundle multiple ActionPlans® per student into a single PDF document.

B. Student Performance and Course Metrics

The Student Performance and Course Metrics dashboard was developed with course faculty in mind, answering questions like:

- Basic information about the course to better understand what is happening (e.g., # students, # assessments, weighted and normal averages by course)
- Students at risk in the course -- grouped as 'at risk,' 'vulnerable,' and 'not at risk' -- with a customizable threshold for risk and what if... scenarios
- More detailed information about an individual student and his/her performance on assessments, items, and categories
- Additional information about the assessment given in a course, to include categories and basic statistics about the assessment items.

C. Student Academic Advising

The Student Academic Advising dashboard was developed for personnel responsible for mentoring and guiding a student's academic pursuits. Information includes:

- An overall average to quickly identify students who may be 'at risk' or 'vulnerable'
- A review of the courses taken by a student to monitor progress to degree.
- More detailed information about an individual student and his/her performance on assessments, items, and categories

D. Required Categories for Items

The Required Categories for Items dashboard was developed for administrators, assessment/curriculum committees, and faculty who are interested in monitoring that items are classified/tagged with required learning concepts. This workbook includes:

- A quick reference for determining items that need to be tagged in particular required areas
- Quick links to Examsoft for review and edit
- A new feature to review item category tags in a spreadsheet format

E. Assessment and Item Effectiveness

The Assessment and Item Effectiveness dashboard was designed for faculty members, program chairs, or assessment/curriculum committees that want to evaluate the assessment as a whole and/or the items being included on an assessment. This includes:

- A quick reference for an assessment's KR20 and other information at the assessment level
- A longitudinal review of an item's point biserial performance and other information at the item level
- Expanded information about the assessment's items and related categories
- Quick links to Examsoft for review and edit

F. Curriculum Effectiveness and Gap Analysis

The Curriculum Effectiveness and Gap Analysis dashboard was designed for faculty members, program chairs, or assessment/curriculum committees that want to evaluate their curricular performance as well as their intended versus actual curriculum. This includes:

- Student performance per category over time aggregated by course, term, or academic year
- A bird's eye view of the health of the curriculum map
- Student performance on intended versus actual learning outcomes
- Quick identification of assessment gaps based on the curriculum map

Enflux Training & Consulting (Up to 5 hrs)

1 x ~~\$5,000.00~~

Work with assessment experts who will learn your assessment and accreditation needs and processes inside and out. Obtain personalized, virtual Enflux training, and consulting hours to help your program understand how to use Enflux specifically for your program’s needs.

\$5,000.00 discount **\$0.00**

- Sample topics customized to your program:
- Structure of ExamSoft’s Category Tree
 - Planning and Executing Assessment Campaigns
 - ExamSoft 100% item tagging
 - Curriculum Mapping
 - Academic Advising and Course Evaluation workflows
 - Preparation for the Self-Study

Recurring discount	\$42,312.50 / year
Recurring subtotal	\$22,800.00 / year
One-time discount	\$5,000.00
Total	\$22,800.00

This quote expires on September 15, 2021.

Purchase Terms

PAYMENT TERMS

- Fees shall be invoiced in advance with email billing and payment terms of Net 30 Days.
- The Customer is responsible for any taxes that may be due on the purchase. If tax exempt Customer shall provide a tax-exempt certificate

BINDING LEGAL AGREEMENT

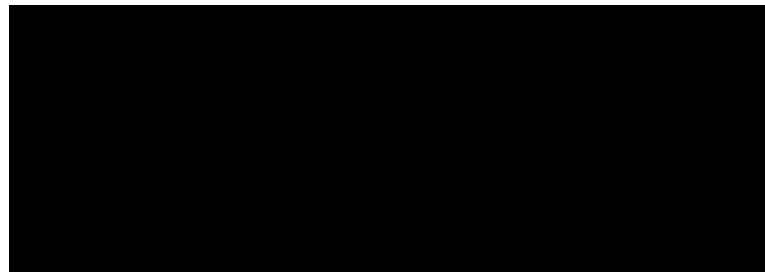
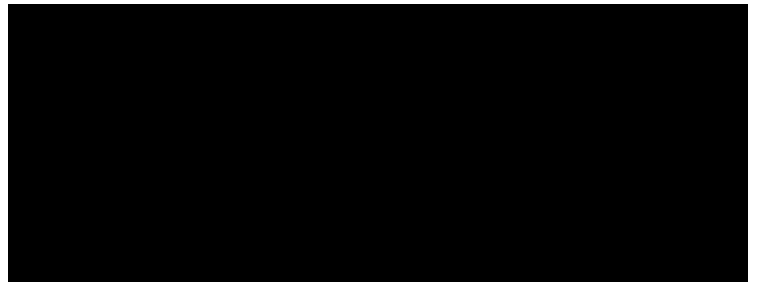
The Customer's signature on this Order is its offer to purchase the Services described above on the terms, conditions, and restrictions stated in this Order and the Terms of Service. The Customer's offer is not contingent on its issuance of a purchase order.

This Order becomes a binding agreement between Customer and Enflux when the Customer accepts the offer by signing below and returning the fully signed Order to Enflux. Customer may not modify this Order. If the terms presented are not acceptable, please contact your Enflux Sales Contact.

ExamSoft® Data: If Customer has asked Enflux to obtain data from its ExamSoft environment in order to perform the Enflux Service, you hereby authorize ExamSoft, Inc. to give Enflux access to that data as provided in the ExamSoft Client Confirmation at www.enflux.com/client-confirmation/ (the "ExamSoft Consent") and agree to the other terms, conditions and restrictions stated in the ExamSoft Consent.

This Order is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces in its entirety any prior or contemporaneous agreement or understanding regarding the subject matter of this Order, written or oral. Each individual signing below represents that he or she has the authority to bind the entity named below to this Order. The below last signature date is the Effective Date.

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



Questions? Contact me



enflux

Enflux

547 Leigh St

San Antonio, TX 78210

US

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,

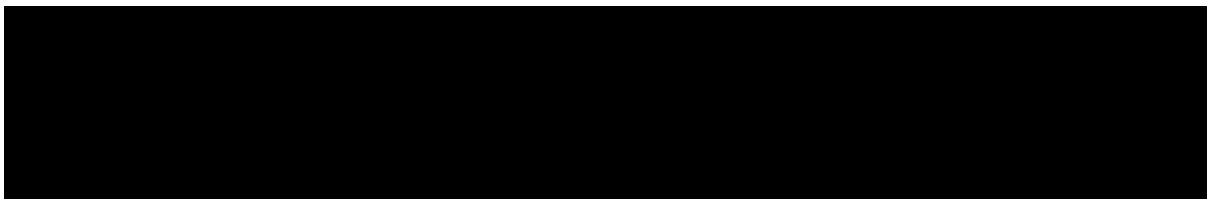
48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency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



UNIVERSITY OF NORTH TEXAS

HSC Contract # 2021-0951

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.