



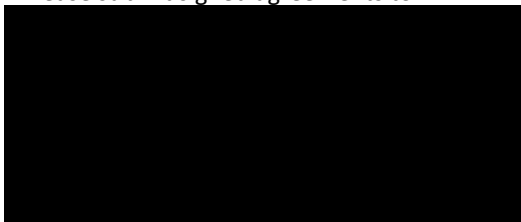
# SimulationiQ System Purchase Agreement – Enterprise On-Premise and TotalCAREiQ Gold

*Submitted to:*

**The University of North Texas  
Health Science Center**

October 12, 2021

Please submit signed agreements to:



## EMS SYSTEM PURCHASE AGREEMENT

This **System Purchase Agreement** (Agreement) is effective upon date of last signature (“Effective Date”) by and between Education Management Solutions, LLC, (“EMS”), a Delaware Limited Liability Company, located at Oaklands Corporate Center, 436 Creamery Way, Suite 300, Exton, PA 19341, and

The University of North Texas Health Science Center

3500 Camp Bowie Blvd, Fort Worth, TX 76107  
 (“Client”)

### BACKGROUND

The Client desires to have EMS supply and install on its designated Premises the EMS SimulationIQ System (the “Project”), and EMS desires to complete this task on the terms of this Agreement. EMS has prepared and delivered to the Client:

- a designated Project Number: TBD
- a Proposal, dated October 12, 2021

The specific components of the EMS System including the EMS proprietary Software to be installed and associated pricing and installation terms are set forth in Exhibit A to this Agreement. This Agreement consists of these Agreement terms, Exhibit A (Proposal), Exhibit B (Installation Terms), Exhibit C (Software License Terms), and Exhibit D (TotalCAREiQ Terms), all attached hereto and incorporated by reference, as well as any addenda made in accordance with the terms and conditions herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

#### 1. MILESTONES FOR COMPLETION OF THE PROJECT

The Project shall proceed on the basis of the following milestones (“Milestones”):

- a. Receipt of Purchase Order by EMS: The date EMS receives the Purchase Order from Client for the EMS System to begin detailed design and engineering drawings.
- b. Engineering Date: The date EMS has completed the system design, including the final design drawings and engineering steps.
- c. Software Access Date: The date the Client has access to the software.
- d. Installation Date: The date the complete EMS System has been installed at the Premises as specified in Exhibit A.
- e. Training Date: The date when Training is completed for the EMS System.
- f. Project Acceptance Date: The date on which EMS shall have substantially completed the Project by completion of installation of the EMS System at the Premises and demonstration of integration of the EMS System as specified in Exhibit A.

#### 2. SCOPE OF WORK

Exhibit A (Proposal), attached hereto and incorporated by reference herein, sets forth the Components to be provided, and the Price for installation of the Components and license and integration of the Software. The Project may be amended by the parties from time to time by subsequent Addenda agreed to by the parties in writing under the procedures set forth in this Agreement.

### 3. ACQUISITION AND INSTALLATION

EMS shall provide and install the EMS System at the Client's designated premises located at:

Gibson D. Lewis Health Science Library

3500 Camp Bowie Boulevard

Fort Worth, TX 76107

("Premises" – Address to be provided by Client)

In accordance with the terms set forth in Exhibit B: EMS System Installation Terms, EMS shall provide all products, software, engineering, services, materials, equipment, tools, training, incidentals, and perform all work necessary to complete the installation, as described in Exhibit A, all of which shall be included in the Price.

### 4. CHANGES TO THE PROJECT

The Client may request in writing that EMS make changes to the Project to extend the time for performance or to modify, change, omit, add to or suspend the Project. EMS shall have no obligation to modify the capability of the Software except where such modification is required to make the Software conform to EMS' documentation or warranty with respect to the functionality of the Software. To the extent that any changes to the Project requested by the Client result in a change to the Price of EMS System or Project, EMS shall provide the Client with an equitable adjustment in the Price. EMS shall advise the Client in writing, within 10 days of the receipt of the Client's request for changes, of any changes in the Price as a result of the Client's requested changes in the Project, along with reasonable documentation of the basis for the change in the Price. Within 10 days of Client's receipt of EMS' Price changes, the Client shall advise EMS as to whether the Client approves the revision to the Price. If the revised Price is accepted by the Client, a Purchase Order or executed change order covering the changes to the Project for the Price agreed upon will serve as an Addendum to this Agreement to document the changed scope of the Project and the amended Price.

### 5. THE PRICE

The Price for the Project shall be **\$482,605** as set forth in Exhibit A. Upon receipt of the Purchase Order issued by the Client, 50% of the Price set forth in Exhibit A is due and payable to EMS. EMS shall not be obligated to proceed with any work set forth herein until EMS has received such payment. EMS shall submit invoices to the Client for the balance of the Price as follows:

40% of the Price will be invoiced upon the Installation Date.

- a. The remaining balance of the Price will be invoiced upon the Project Acceptance Date. This invoice will include any additions or deletions to the Project.
- b. The TotalCAREiQ Gold Fee is included for the first year following the Project installation at no cost.
  - i. Refer to Exhibit D: EMS TotalCAREiQ Gold Agreement for additional terms.
- c. Annual SimulationiQ for TotalCAREiQ Gold of **\$50,865**, will be invoiced 60 (sixty) days prior to expiration of the second year's term.
- d. The Client shall pay EMS the Price for the Project, subject to such adjustments as may be required by this Agreement or agreed to by the parties in writing. Any tax (including but not limited to sales tax, Goods and Services Tax (GST), etc.) liability related to the Project shall be paid by the Client. The Client shall provide EMS with written confirmation of any exemption from sales tax held by Client.

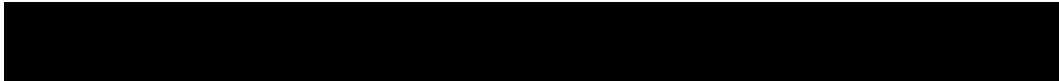
- e. EMS shall invoice the Client in accordance with the payment terms set forth in this Agreement, subject to modification by any future Addenda. Invoices may be presented to the Client electronically and shall be payable by Client to EMS within 30 days of the invoice date. EMS will provide the Client with wire transfer instructions, which shall be the preferred method of payment. Any invoiced amounts due that are not paid by the date due will be subject to a 5% late charge and will be considered in default. In case of payment default, the Client shall pay EMS' reasonable attorney's fees, collection charges and the amount due shall accrue interest at the rate of 12% per annum from the original due date.

**6. SOFTWARE LICENSE**

- 7. Effective upon the Training Date, subject to the terms and conditions of this Agreement (including Exhibit C: Software License Terms), EMS hereby grants to the Client for use by its employees, faculty, students and invitees participating in Client's student education activities, a perpetual, non-exclusive, non-transferable, limited license to use the Software described herein on the Premises in the operation of the EMS SimulationIQ System under the terms set forth herein, including but not limited to the terms of Exhibit C: Software License Terms attached hereto

**8. NOTICES AND AUTHORIZED REPRESENTATIVE**

The person with authority to act for and bind a party to this Agreement shall be such party's "Authorized Representative" set forth below. Until notified as to their respective successors, the Authorized Representative for EMS and the Client are as follows:




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(Client Authorized Representative) (Email address)

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(Client Authorized Representative Mailing Address)

Notices required or permitted to be given under this Agreement shall be in writing and shall be addressed to the Authorized Representative of a party at the address of such party set forth above or to such other address as one party may give to the other for such purpose. Notices sent by e-mail with written confirmation sent by the US postal service, or by recognized overnight delivery service, shall be deemed given on the next business day after dispatch.

**9. TERMINATION OF AGREEMENT**

- a. Either party may terminate this Agreement for default by the other party by written notice to other party, provided that the terminating party shall have given at least 30 days advance written notice of its intent to terminate this Agreement for default, and the defaulting party shall have failed to cure the default within the required time, or, if such cure cannot be reasonably accomplished within such 30 day period, the defaulting party has not taken all commercially reasonable action to cure the default at the earliest commercially reasonable time and does not continue to prosecute such actions diligently until such defaults are cured.
- b. Upon termination of this Agreement, the license granted in Section 6: Software License shall terminate and the Client may not make any further use of the Software and shall return or destroy all copies of the Software and any documentation provided with the Software.
- c. Upon termination of this Agreement, the Client shall be obligated to pay to EMS the Price earned through the effective date of termination based upon Milestones completed plus the additional costs and expenses

incurred by EMS in prosecuting after completion of the last Milestone completed including a reasonable allocation of overhead and profit of 10% (but not more than the total Price). EMS will promptly invoice the Client for such amounts with reasonable documentation, and the Client shall pay such invoice within thirty (30) days of the invoice date.

#### **10. CLIENT REPRESENTATIONS AND WARRANTIES**

The Client represents and warrants to EMS the following:

- a. (i.) The Client is an entity duly organized and validly existing under the laws of the State of Texas; (ii.) the person executing this Agreement on behalf of the Client is authorized to do so; and (iii.) the Client is unaware of any governmental action or pre-existing obligation that would prevent it from performing its obligations as set forth in this Agreement.
- b. Proper entity and other authority exist for the Client to execute this Agreement and commit and pay the entire Price in accordance with this Agreement.
- c. The execution of this Agreement by Client will not violate the terms of any understanding, agreement, or order between the Client and any third party.

#### **11. CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EMS TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO EMS FOR THE AFFECTED GOODS OR SERVICES WITHIN THE 12-MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

#### **12. INDEMNIFICATION**

- a. By EMS. Subject to Section 10: Consequential Damages & Limitation of Liability above, EMS shall defend the Client from all claims, suits, or proceedings together "Claims"), to the extent that such Claims arise out of: (i.) the gross negligence or willful misconduct of EMS or any person permitted by EMS to perform work on the Project; or (ii.) a third party claim alleging that the use of the SimulationIQ Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party; and shall indemnify Client for any damages finally awarded against, and for reasonable attorney's fees incurred by, Client in connection with any such Claim; provided that Client (a) promptly gives EMS written notice of the Claim, (b) gives EMS sole control of the defense and settlement of the Claim (provided that EMS may not settle or defend any Claim unless it unconditionally releases Client of all liability), and (c) provides to EMS all reasonable assistance, at EMS' expense. If Client is enjoined or otherwise prohibited, or is reasonably likely in EMS' opinion to be enjoined or otherwise prohibited, from using the SimulationIQ Software or a portion thereof based on a Claim covered by EMS's indemnification obligations under this Section, EMS may, at its expense and option: (a) obtain for Client the right to use the infringing portion(s) of the SimulationIQ Software, (b) modify the infringing portion of the SimulationIQ Software so as to render it non-infringing without substantially diminishing its functionality, or (c) replace the infringing portion of the SimulationIQ Software with non-infringing items of substantially similar functionality; provided, however, that if none of the foregoing options are available to EMS on commercially reasonable terms, EMS may require Client to

cease using the infringing portion(s) of the SimulationIQ Software. This Section 11 states the entire obligation of EMS, and the exclusive remedy of Client, with respect to any actual or threatened Claim.

- b. **By Client.** Client shall defend EMS against any Claim made or brought against EMS by a third party alleging that the Client Data, or Client's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify EMS for any damages finally awarded against, and for reasonable attorney's fees incurred by, EMS in connection with any such Claim; provided that EMS (a) promptly gives Client written notice of the Claim, (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle or defend any Claim unless it unconditionally releases EMS of all liability), and (c) provides to Client all reasonable assistance, at Client's expense.

### **13. CONFIDENTIAL INFORMATION**

Any and all data, documents, reports, and other written information containing confidential information of either party (Confidential Information) that is provided to the other party in connection with this Agreement shall be used only in connection with performance of such party's obligations in connection with this Agreement and completion of the Project and shall not be disclosed to third parties. All such Confidential Information shall be returned to the disclosing party promptly upon completion of the Project, or upon request, and the receiving Party shall not retain or otherwise use any such Confidential Information without the written consent of the disclosing party. Confidential Information shall not include any information or matter that: (a.) is already known to the receiving party, as documented by written records; (b.) is or becomes rightfully disclosed to the receiving party by a third party not under an obligation of confidentiality to the disclosing party; or (c.) is or becomes publicly known other than through unauthorized disclosure by the receiving Party.

### **14. PRESS RELEASES**

Any press release or public announcement related to this Agreement, or to the terms and conditions of this Agreement, or any other use of one party's name and/or logo by the other party must be mutually agreed upon by the parties prior to its issuance, except to the extent such release or announcement is required by law.

### **15. FORCE MAJEURE**

EMS shall not be liable for any failure to perform under this Agreement to the extent such failure is the result of causes beyond the control and without the fault or negligence of EMS, including but not limited to wars, strikes, fires, acts of God, pandemics, acts of a public enemy, terrorism or threats of terrorism, labor difficulties, shortages of raw materials or components, or freight embargoes.

### **16. NOTICES**

Any notice required under this Agreement shall be given in writing and delivered personally or by facsimile, registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing.

All notices to **EMS** shall be directed to the attention of:

Attn: Contract Department  
Education Management Solutions, LLC  
436 Creamery Way, Suite 300  
Exton, PA 19341

All notices to the **Client** shall be directed to the attention of:

UNT System  
1901 Main St  
Dallas, TX 75201

**17. GOVERNING LAW AND JURISDICTION**

- a. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to any choice of law provision that would apply the law of another jurisdiction.
- b. Each Party consents to the exclusive personal jurisdiction of the state or federal courts located in the County of Cook, State of Illinois for resolution of disputes arising out of or related to this Agreement.

**18. ASSIGNMENT**

Neither Party may assign this Agreement, or any rights or obligations under this Agreement; except to the extent that EMS chooses to use a subcontractor for a portion of the Project. Any assignment without the express written consent of the other Party will be invalid. Notwithstanding the foregoing, EMS may assign this Agreement to any parent, subsidiary, affiliate or successor by merger, stock sale or sale of all or substantially all of its assets without the consent of Client.

**19. NONDISCRIMINATION**

All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of participants requiring such services. In addition to any other requirements of law, neither EMS nor the Client shall discriminate against any employee, applicant for employment, student or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement, including, but not limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in compliance with applicable state and federal laws in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause, as required by law.

**20. MISCELLANEOUS**

- a. This Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship. EMS is an independent contractor. No party has any authority to bind the other party. The parties expressly acknowledge that EMS is not an employee or agent of the Client, and that EMS does not, by reason of this Agreement or by the performance, become entitled to participate in, or to receive any benefits or right under, any of the Client's employee benefit or welfare plans, including but not limited to the Client's employee insurance, pension, or retirement, programs.
- b. Client shall not directly or indirectly: (a.) solicit or attempt to induce any individual who then is, or at any time during the preceding six-month period was, an employee of EMS to become employed by or otherwise render services to the Client; or (b.) employ any such individual.
- c. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability, and

such provision will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or of any other provisions of this Agreement in any other jurisdiction.

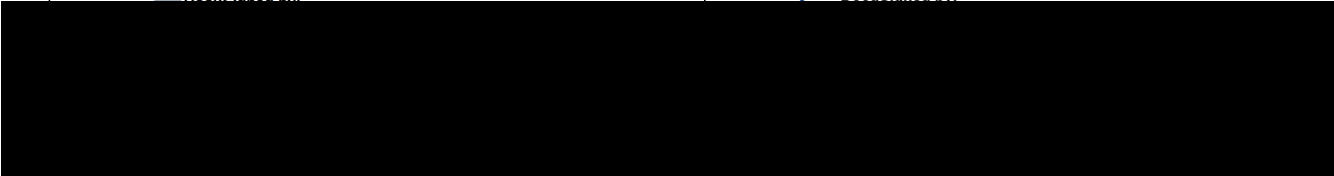
- d. The failure of any party to assert any of its rights under this Agreement, including but not limited to the right to terminate the Agreement in the event of breach or default by another party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with their respective terms.
- e. This Agreement may be executed in counterparts, each one of which shall constitute an original and all of which together shall constitute one and the same document. A facsimile or other electronically transmitted version, including a facsimile or digital signature, shall be considered the same as an original document for all purposes. The headings in this Agreement are for reference purposes only and shall not be considered in the interpretation of this Agreement.
- f. This Agreement, including all Exhibits or any additional Addenda hereto, constitute the entire Agreement of the parties with respect to the subject matter hereof and thereof and supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to such subject matter. In the event of any inconsistency between the Agreement, the Proposal and any other portion of this Agreement, the portion of this Agreement which is the later to be agreed upon shall control.

*[Signature page follows]*



**SIGNATURE PAGE**

IN WITNESS WHEREOF, this **EMS System Purchase Agreement** is executed as of the Effective Date.

<b>Education Management Solutions, LLC</b> <small>DocuSigned by:</small>	<b>UNT Health Science Center</b> <small>DocuSigned by:</small>
	
Date: 1/11/2022	Date: 1/10/2022

HSC Contract #2022-0298

## EXHIBIT A - Proposal:

## SIMULATIONIQ™ PRICING PROPOSAL

Item	Total
SIMULATIONIQ™ Enterprise Solution	\$276,175
EMS Professional Services:	
✓ Project Management	
✓ Engineering	
✓ Testing & Configuration	
✓ Onsite Implementation & Installation	
✓ Onsite Training	\$155,565
Annual TotalCAREiQ™ Gold Package (Year 1)	\$50,865
Annual TotalCAREiQ™ Gold Package (Year 2 Prepayment)	\$50,865
System Subtotal	\$533,470
<i>Annual TotalCAREiQ™ Gold Package (Year 1) Discount</i>	<i>\$50,865</i>
<b>SIMULATIONIQ™ System Total</b>	<b>\$482,605</b>
<b>Estimated Recurring Annual Costs</b>	<b>Total</b>
Annual TotalCAREiQ™ Gold Package (Years 3+)	\$50,865

## SIMULATIONIQ™ SYSTEM DETAIL

Room	Item	Qty	Total
	SIMULATIONIQ™ Enterprise Software (22 Locations)	1	Existing***
	Scheduling & Management, Curriculum / Case Management, SP Training & Management, Inventory Tracking, Curriculum / Scenario Management, Sim Scenario Wizard, Assessment, Reporting, Statistics, etc.		
	***Additional fees may apply dependent upon net new rooms from MET & EAD room decommissioning Rooms decommissioned MET 16; EAD 6 total 22 net new rooms 0		
<b>14 - Exam Rooms (123 thru 136) (14)</b>			
	HD-TVI PTZ Camera (Including Mount)	28	
	Microphone	14	
	Overhead Paging Speaker	14	
	SP Checklist Computer	14	CFE
	Post Encounter Computer	14	CFE
<b>1 - Learning Lounge (SP 139) (1)</b>			
	Overhead Paging Speaker	1	
	HD-TVI PTZ Camera (Including Mount)	2	Pre-Wire Only
	Microphone	1	Pre-Wire Only
<b>1 - Learning Lounge (Student 120) (1)</b>			
	Overhead Paging Speaker	1	
	HD-TVI PTZ Camera (Including Mount)	2	Pre-Wire Only
	Microphone	1	Pre-Wire Only
<b>2 -East/West SP Hallways (Not Recorded) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Overhead Paging Speaker	6	
<b>1 - Flex Hallway (Corridor 101) (1)</b>			
	Overhead Paging Speaker	3	
<b>1 - 2D VR Room (116) (1)</b>			
	HD-TVI PTZ Camera (Including Mount)	3	
	Microphone	1	
	Overhead Paging Speaker	1	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	

<b>1 - 3D VR Room (115) (1)</b>			
	HD-TVI PTZ Camera (Including Mount)	3	
	Microphone	1	
	Overhead Paging Speaker	1	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	
<b>2 - Fixed SIM (112, 113) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	2	
	Overhead Paging Speaker	2	
	Mannequin Voice Speaker	2	
	HD-TVI Vital Sign Capture	3	
<b>2 - ADL (Divisible Fixed ADSL &amp; White Box 121, 122) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	5	
	Microphone	3	
	Overhead Paging Speaker	2	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	
<b>2 - Proc Skills Room (Divisible A &amp; B 102, 103) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	2	
	Overhead Paging Speaker	2	
	HD-TVI Vital Sign Capture	2	
	TVI-HDMI Converter	4	
	Room Presentation System	2	CFE
<b>2 - Teams Room (SP Side 137, 138) (2)</b>			
	Debriefing Computer	2	CFE
	A/V Viewer License	2	
	Overhead Paging Speaker	2	
	Room Presentation System	2	CFE
<b>2 - Teams Rooms (SIM Side 111, 114) (2)</b>			
	Debriefing Computer	2	CFE
	A/V Viewer License	2	
	Two Speaker sound System (w/Volume Control)	2	
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	4	
	Overhead Paging Speaker	2	
	Presentation System	2	CFE

<b>1 -Main Control Room (SP Control Station 147) (1)</b>			
Control Station PC	1	CFE	
Control Station Software	1		
Camera Control Joystick	1		
Stereo Headset (Streamed)	1		
49-inch LCD Package	4		
Paging Microphone	1		
Overhead Paging Speaker	1		
<b>1 - Main Control Room (VR 2d 147, VR 3d 1800, ADL 1800 Control Stations) (3)</b>			
Control Station PC	3	CFE	
Control Station Software	3		
Camera Control Joystick	3		
Stereo Headset (Streamed)	6		
Quad Camera Display Package	2		
3x3 Camera Display Package	1		
27-inch LCD Package	3		
Paging Microphone	3		
Desktop Audio AMP Package	3		
Stereo Headphone (Streamed) with Boom Microphone Package	3		
Touch Panel Package	1		
<b>1 - Main Control Room ( (2) Fixed SIM Control Stations 1800A &amp; B) (2)</b>			
Control Station PC	2	CFE	
Control Station Software	2		
Camera Control Joystick	2		
Stereo Headphones (Live)	2		
Quad Camera Display Package	2		
27-inch LCD Package	2		
Paging Microphone	2		
Overhead Paging Speaker	2		
Stereo Headsets	2		
Stereo Headphone (Streamed) with Boom Microphone Package	2		
Touch Panel Package	2		
<b>1 - Mobile Cart Control (1)</b>			
Control Station PC	1	CFE	
Control Station Software	1		
Stereo Headset (Streamed)	1		
Cart	1	CFE	
<b>Server Room (117)</b>			

SIMULATIONiQ™ Video Recorder Ports & License	59	
SIMULATIONiQ™ DVCS Server	4	Cloud
SIMULATIONiQ™ DVCS Encoder Software	4	Included
SIMULATIONiQ™ Enterprise Master Server - Education (w/SQL)	1	Cloud
SIMULATIONiQ™ Enterprise Master Server Software	1	Included
IIS Server	1	Cloud
ESS Server	2	CFE Virtual Server
ESS Server Software	2	
Streaming Server Software License	1	Existing
Cloud Appliance	2	Existing CFE Virtual Server
Cloud Appliance Software	2	Included
AV Switch	3	
Rack (w/ Accessories)	3	
Camera Power Supply	4	
Audio DSP	1	
Audio DSP Programming	1	
Message Player (with rack mount kit)	2	
Paging Speaker Power Supply	1	
SIMULATIONiQ™ Paging Software	1	Existing
Multiplexer	4	
Crestron Control Hardware + Program	1	
SSO Integration	1	Existing
SIMULATIONiQ™ Enterprise Web Licenses (Unlimited)	1	Included
UPS	3	

*Please note:*

- *EMS offers an optional Cloud Backup Solution for all on-premise, server-based solutions for \$75 per server/month; please see your sales representative for additional details.*
- *CFE stands for Client Furnished Equipment.*
- *Please review the sections titled 'Technical Considerations' and 'Project Considerations.'*

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**SIMULATIONIQ™ FUNCTIONAL DESCRIPTION**

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Fourteen (14) Exam rooms (123 thru 136), one (1) Learning Lounge (SP 120), one (1) Learning Lounge (Student 139), two (2) East/West Hallways, one (1) Flex Hallway (Corridor 101), one (1) 2D VR room (116), one (1) 3D VR room (115), two (2) Fixed Sim rooms (112, 113), one (1) ADL (Divisible Fixed ADL 121 & White Box 122) room, one (1) Proc Skills Room (Divisible A & B 102, 103), two (2) Teams Rooms (SP Side 137, 138), two (2) Teams Rooms (SIM Side 111, 114), Main Control Room with one (1) EMS SP control station 147, one (1) 2D VR room EMS control station (147), one (1) 3D VR EMS control station (1800), two (2) Flex SIM EMS Control stations (1800A & B), one (1) ADL EMS control station (1800), one (1) Mobile Cart Control and a server room (117).

The fourteen (14) Exam rooms (123 thru 136) will include two (2) PTZ cameras, and one (1) microphone to record the events in each room. The microphone inputs will be recorded with each camera view. One (1) overhead speaker will be installed in the room to allow live or recorded audio announcements to be made. Each room will include one (1) Customer-furnished Equipment (CFE) SP Checklist Computer, and one (1) CFE Post Encounter Computer. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) Learning Lounge (SP 120) will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the room. The room will be prewired for future provisioning of two (2) PTZ cameras, and one (1) microphone.

The one (1) Learning Lounge (Student 139) will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the room. The room will be prewired for future provisioning of two (2) PTZ cameras, and one (1) microphone.

The two (2) East/West Hallways will include four (4) PTZ cameras to monitor the events in the hallways. Each hallway will have three (3) overhead paging speakers configured as one (1) paging zone to allow live or recorded audio announcements to be made. Any control station will provide capability to monitor and control all camera views. The cameras in the hallways will not be recorded as part of the SIMULATIONIQ™ system.

The one (1) Flex Hallway (Corridor 101) will include three (3) overhead paging speakers configured as one (1) paging zone to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the hallway paging zone.

The one (1) 2D VR room (116) will include three (3) PTZ cameras, and one (1) microphone to record the events in the room. The microphone inputs will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. One (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in the room. One (1) NR Vital capture package will be installed at the bed to allow for vital sign recording and capture in the room. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) 3D VR (115) room will include three (3) PTZ cameras, and one (1) microphone to record the events in the room. The microphone input will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. One (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in each room. One (1) NR Vital capture package will be installed at the bed to allow for vital sign recording and capture in the room. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The two (2) Fixed Sim rooms (112, 113) will include two (2) PTZ cameras, and one (1) microphone to record the events in each room. The microphone inputs will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. Two (2) NR Vital capture packages will be installed for vital sign recording and capture in one room. One (1) NR Vital capture package will be installed for vital sign recording and capture in the other room. The location for the Vital Sign Capture packages will be determined prior to project start. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) ADL (Divisible Fixed ADL 121 & White Box 122) room will include a total of five (5) PTZ cameras, and three (3) microphones to record the events in the room in a combined configuration. The microphone inputs will be recorded with each camera view in a combined configuration. Two (2) overhead paging speakers configured as two paging zones will be installed to allow live audio announcements to be made (one (1) in the Fixed ADL area and one (1) in the Flex ADL area). In the Flex ADL area one (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in the Flex ADL area. One (1) NR Vital capture package will be

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installed at the bed to allow for vital sign recording and capture in the White Box ADL area. The Flex ADL area will have three (3) cameras and three (3) microphones. The White Box ADL area will have two (2) cameras and one (1) microphone. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

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The one (1) Proc Skills Room (Divisible A & B 102, 103) will include two (2) HD PTZ cameras, and one (1) microphone to record the events at a focus area in each room (A & B). The microphone input will be recorded with the cameras in each room. Each room will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made (separate paging zones). Each room will be included one (1) NR Vital capture package to be installed for vital sign recording and capture in each room. The location of the Vital capture package within each will be determined prior to project start. Any EMS control station will provide capability to monitor and control all camera views. It is assumed when the room is in a combined state a focus area in room A or B may be recorded. EMS will provide two (2) HDMI (video only) feeds and one (1) audio feed from each focus area for input to the CFE room presentation system. EMS will provide an audio input feed from CFE Wireless microphone from each room focus area to be mixed with the experience session recording. EMS will provide tagged mentioned feeds; client will be responsible for wiring the interface on the CFE equipment and associated configuration. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

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The two (2) Teams Rooms (SP Side 137, 138) will include one (1) Customer-furnished equipment (CFE) debriefing computer, on which EMS will install SIMULATIONiQ™ A/V Viewer license. The room will include one (1) CFE presentation package for viewing of live and recorded videos. Client will be responsible for the debriefing computer interface to the CFE room presentation system.

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The two (2) Teams Rooms (SIM Side 111, 114) will include two (2) HD PTZ cameras, and two (1) microphones to record the events in each room. The microphone inputs will be recorded with each camera view. Each room will have one Customer-furnished equipment (CFE) debriefing computer, on which EMS will install SIMULATIONiQ™ A/V Viewer license. Each room will include one (1) CFE presentation package for viewing of live and recorded videos. Client will be responsible for the debriefing computer interface to the CFE room presentation system. Each room will have the ability to monitor the audio from the corresponding Fixed SIM room via two (2) ceiling mounted sound support speakers. There will be one (1) wall mount volume control (with lockable cover) associated with the sound support speakers located near the glass widow view of the Fixed SIM room in each Teams room. Any EMS control station will provide capability to monitor and control all camera views.

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The Main Control Room (1800) will house six (6) EMS control stations. Each EMS control will have one (1) Customer-Furnished Equipment (CFE) control computer on which EMS will install SIMULATIONiQ™ Control Station Software. The control computer provides the capability to monitor and control all camera views, and schedule all recording sessions.

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At the Exam room (SP) control station location (147) there will be one (1) stereo headset (Streamed) for monitoring audio within the selected Exam room. One (1) desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. The area will have one (1) overhead paging speaker for automated paging monitoring. The control station location (147) room will have four (4) 49" wall mount displays for monitoring up to sixteen (16) preset camera feeds on each for a total of sixty-four (64) camera views from cameras throughout the simulation center. Preset camera views will be determined prior to project start. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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At the VR 2D (147), 3D VR (1800), and ADL control station (1800) locations there will be three (3) Streamed stereo headsets, one (1) with integrated microphone, for monitoring audio and provide mannequin speaker audio within the associated simulation room. The other audio headsets will be a standard audio headset without an integrated microphone. One (1) desktop paging microphone located at each control station will be installed to allow the end-user the ability to make live audio announcements into the simulation room via the overhead head paging speaker. The stations will each have one (1) 27" desktop mount display for monitoring the preset live camera views from the associated experience room. Preset camera views will be determined prior to project start. The EMS control stations associated with the ADL room will have one (1) touch panel with the functionality to mute and unmute the audio monitoring in the corresponding Teams rooms and to be utilized to provide the appropriate audio routing when the ADL room is a combined or divided configuration. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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At the two (2) Fixed SIM control station locations (1800A & B) will be three (3) Live stereo headsets, one (1) with integrated microphone, for monitoring audio and provide mannequin speaker audio within the associated simulation room. The other audio headsets will be a standard audio headset without an integrated microphone. One (1) desktop

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paging microphone located at each control station will be installed to allow the end-user the ability to make live audio announcements into the simulation room via the overhead head paging speaker. Each control station will have one (1) 27" desktop mount display for monitoring the two (2) preset live camera views from the corresponding Fixed Sim room. Preset camera views will be determined prior to project start. The main area of the control room will have two (2) overhead paging speakers, configured as separate paging zones. The EMS control stations associated with the Fixed Sim rooms will each have one (1) touch panel with the functionality to mute and unmute the audio monitoring in the corresponding Teams room. These touch panels are also to be utilized to provide the appropriate audio routing when the Procedure Skills room is a combined or divided configuration. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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The one (1) Mobile Cart Control will have one (1) Customer-Furnished Equipment (CFE) control computer on which EMS will install SIMULATIONiQ™ Control Station Software. The control computer provides the capability to monitor and control all camera views, and schedule all recording sessions. Client will be responsible for the mobile cart.

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The audio paging system will provide the capability to make announcements from the centralized control station to individual rooms, groups of rooms, or the entire facility. Announcements can be made either from the provided paging microphone or can be automated with pre-recorded messages via the provided audio playback devices.

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A set of two (2) equipment racks (117) will contain all the components for audio and video processing and storage. All audio and video signals will be terminated in the equipment racks so that recording is performed in a centralized fashion. UPS protection will be provided to ensure maximum system reliability.

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#### **Observations and Assumptions**

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The physical decommissioning of rooms at MET and EAD are out of scope. All existing six (6) SP rooms in the EAD building will be shut down and disabled after the move to the new Library building. The ten (10) CER rooms, one (1) Sim room 420 with four (4) beds, one (1) OR room 434, and one (1) Manual Diagnostic room 432 in the MET building will be shut down and disabled after the move to the new Library building. The Cloud costs will be remaining the same and there will be no additional charge since Cloud has been paid through September 30, 2023. If any rooms are retained (net new) for usage in the MET building, then there may be an increased cost. Camera placement and mounting in the 2D VR room, 3D VR room and ADL room(s) will be reviewed during a pre implementation site visit since these rooms will be open plenum with a Unistrut plenum structures, to determine if additional mounting hardware is required and additional charges may apply. SIMULATIONiQ™ Enterprise Telemedicine Program Licenses: The Telemedicine Licenses will continue in place and be annually charged. The mannequin manufacturer control device is expected to utilize a wireless transport for mannequin control (ad hoc or client provided wireless transport). It is planned to Re-utilize the Cloud Appliance associated with the EAD building for the Library building. It is planned to provision ESS services on CFE virtual servers associated with the MET and Library Buildings. Pharmacy ESS deployment is out of scope of this engagement.

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**EXHIBIT B:****EMS SYSTEM INSTALLATION TERMS**

The following **System Installation Terms** are part of and incorporated by reference in the attached EMS System Purchase Agreement. Capitalized terms not otherwise defined in this Exhibit B shall have the meanings set forth in the Agreement.

**1. THE PROJECT**

- a. The Project shall be performed under the supervision of the Authorized Representative of the Client. No work shall be commenced on the Premises without such Authorized Representative's prior approval.

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(Authorized Representative of the Client)

- b. The Client shall obtain all building permits and similar licenses required to be obtained by the Client as the owner of the Premises.
- c. EMS shall obtain all licenses and permits that may be necessary to perform its responsibilities for the Project.
- d. If EMS believes that there is or may be any doubt as to any requirement of this Agreement, EMS may submit a written request for clarification to an Authorized Representative of the Client together with any clarification proposed by EMS. The Client shall respond to any such request within 48 hours to avoid delays in the installation of the Project.
- e. Client will inspect for visual damage and accept visually undamaged equipment delivered to the installation site at the Premises. Client will store the equipment in a secure location until the installation is complete; Client is responsible for the loss or theft of any equipment stored on the Premises. EMS will provide the Client notification of pending equipment deliveries and Client will promptly notify EMS of receipt of any delivery.
- f. Client shall provide written verification to EMS of site readiness at least 30 days prior to the anticipated start date of installation. Delays resulting from the site not being ready for installation after receipt of the written verification will result in additions to the Price of \$2,500 per day of delay.
- g. The Client shall provide and maintain a suitable installation site at the Premises and an operating environment that is dust free and ready to accept electronic components.
- h. EMS will perform the Project in compliance with applicable laws, regulations, rules and ordinances of any applicable governmental authority.
- i. EMS will perform the Project personally, or through an EMS approved subcontractor. EMS shall not permit or allow any laborer, mechanic or material supplier liens on the Premises or other Client property that may arise out of the Project or out of any labor, materials or equipment furnished by any person under this Agreement.

**EXHIBIT C:****SOFTWARE LICENSE TERMS**

This Exhibit C shall be incorporated in and governed by the terms of that certain System Purchase Agreement by and between The University of North Texas ("Client") and Education Management Solutions, LLC ("EMS") effective upon date of the last signature. This exhibit sets forth the software license terms and conditions for the EMS Software utilized in the EMS SimulationIQ System. Capitalized terms not otherwise defined in this Exhibit C shall have the meanings set forth in the Agreement.

**1. Use**

Client is purchasing a perpetual, non-exclusive, non-transferable, limited license to use the Software described herein, installed on its systems on the Premises as part of the EMS SimulationIQ System, for use by its employees, faculty, students and invitees participating in Client's student education activities.

**2. Maintenance and Support**

For as long as Client continues to purchase TotalCAREiQ maintenance and support services (see Exhibit D), EMS shall provide to Client any corrected or enhanced version of the Software as created and released by EMS. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software. Software support may include (as set forth in Exhibit D or a separate maintenance and support agreement): (a.) providing telephone support to the Client's users during regular business hours; (b.) correcting bugs and other nonconformities in the Software so that it conforms to the documentation provided by EMS; (c.) providing the Client with Software patches or fixes; and (d.) providing priority service with respect to any nonconformity that creates a loss of service that prevents the EMS System from operating with no acceptable work-around.

Should Client discontinue its purchase of TotalCAREiQ support, Client may continue use of its limited license (subject to the terms and conditions herein, including license termination for default) without further updates, maintenance, or support from EMS. Client is solely responsible for maintaining and supporting its own systems, third party software, and OS patches not provided by EMS.

**3. Restrictions**

Client shall not (i) permit any third party to access the Software or otherwise make the Software available to anyone except as permitted herein or in Exhibit A, (ii) create derivative works based on the Services or Software, (iii) copy, frame or mirror any part or content of the Services or Software, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services or Software, or (v) access the Services or Software in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services or Software. Client shall further not modify, copy, duplicate, reproduce, sell, resell, rent, lease, license or sublicense the Software, or transfer or convey the Software or any right in the Software to any third party without the prior written consent of EMS; provided, however, Client may make one copy of the Software for backup or archival purposes.

Client shall use the Software in object code format only (or, if a portion of the Software is not in a computer language that is typically compiled, then in the form such portion is delivered by EMS). Client shall not translate, modify, adapt, decompile, disassemble, reverse engineer, or otherwise reproduce, directly or indirectly, the Software. Client shall not permit any persons or entities other than its employees, faculty, authorized third party contractors and students of the Client to access, view or use the Software. EMS shall have a royalty-free, worldwide, transferable, sub-

licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Authorized Users, relating to the operation of the Software.

Except for the limited license rights granted by EMS to Client under the Agreement, all trademarks, service marks, patents, copyrights, trade secrets, and other intellectual property and proprietary rights in and to the Software are and shall remain the exclusive property of EMS and its licensors. Client shall not take any actions that may jeopardize EMS' or its licensors' proprietary rights.

**4. Warranty of Title; Intellectual Property Infringement**

EMS hereby represents and warrants to Client that EMS is the owner of the Software or otherwise has the right to grant to Client the rights set forth in the Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, EMS shall, at its option, either: (i.) procure, at EMS' expense, the right to use the Software, or (ii.) replace or modify the Software or any part thereof that is in breach in such a way that does not substantially diminish its functionality. If the foregoing options are not available to EMS on commercially reasonable terms, EMS may require Client to cease using the infringing portion of the Software and EMS shall refund to Client the portion of the Price attributable to such portion. The foregoing shall be Client's sole remedy in the event of breach or the representation and warranty of this Paragraph.

**5. Warranty of Functionality & Disclaimer**

EMS warrants that the Software will perform in all material respects and will provide the features and functions in accordance with the specifications set forth in the Proposal and any other specifications provided by EMS to Client in writing. EMS does not warrant that the Software will be uninterrupted in its operation or error free.

- a. This warranty shall not apply to the Software if modified by any person, other than EMS or authorized by EMS, or if used improperly or on an operating environment not approved by EMS in writing.
- b. The Client acknowledges that the certain software included in the Project is provided by third parties and EMS makes no warranties either expressed or implied with respect to such software.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, EMS DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**EXHIBIT D:****EMS TotalCAREiQ Gold Agreement**

This Exhibit D shall be incorporated in and governed by the terms of that certain System Purchase Agreement by and between The University of North Texas ("Client ") and Education Management Solutions, LLC ("EMS") effective upon date of the last signature. This Exhibit describes the provision of TotalCAREiQ Gold services and support offered by Education Management Solutions (EMS).

**BACKGROUND**

EMS has installed at the Client's Premises an EMS system consisting of propriety Software and equipment as listed in Exhibit A under Project \_\_\_\_\_ pursuant to the EMS System Purchase Agreement. The Client is engaging EMS to provide Maintenance and Support Services for the EMS System ("**TotalCAREiQ**"), and EMS has agreed to provide such **TotalCAREiQ** support in accordance with the terms herein. The TotalCAREiQ services will take effect upon the Project Acceptance Date (as defined in the EMS System Purchase Agreement).

EMS shall provide to the Client the **TotalCAREiQ** described in this Exhibit and the Client will pay the fees therefore under the terms set forth below.

**Maintenance and Support****1. Diagnoses, Repair or Replacement**

- a. Software: The EMS **TotalCAREiQ** level of Software Support under this Agreement includes diagnosis, repair or replacement of the Software installed by EMS, as set forth herein.
- b. Hardware: The EMS **TotalCAREiQ GOLD PACKAGE** level of Hardware Support under this Agreement includes diagnosis, repair and replacement of the Equipment purchased and installed by EMS, as set forth in this Agreement.
  - i. PC-based Equipment and Servers are recommended for replacement four years from Project Acceptance.
  - ii. Other Equipment is recommended for replacement six years from Project Acceptance.
  - iii. If diagnosis indicates system failure is caused by Equipment beyond the recommended replacement period, EMS will arrange for repair or replacement of the equipment.
    1. Due to the age of the Equipment, replacement Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.
    2. EMS will not maintain a spare inventory for equipment beyond the recommended replacement period.

**2. Advanced Replacement of Equipment**

As part of the EMS **TotalCAREiQ GOLD PACKAGE**, advanced replacement parts and equipment will be shipped using standard shipping via ground to the Client for installation to replace any failed Equipment provided that the failed Equipment is returned to EMS for repair. Failed Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.

Failed equipment is to be returned to EMS or other designated location as directed by EMS within 30 days. If failed equipment is not returned within 30 days, an invoice for the failed equipment will be sent to Client to pay for equipment not returned.

**3. Continuing Education**

As part of the EMS **TOTALCAREIQ GOLD PACKAGE** the Client has the:

- a. Ability to request two (2) webinars per year for additional training for Client staff in specific application areas chosen by Client.
- b. Ability to register two (2) users per year for continuing education at EMS' training center in Exton, PA. The cost of the training, lodging and meals (at training site) will be included. Continuing Education opportunity dates are available on the EMS website.

#### 4. **System Health Checks and Reports**

The EMS **TotalCAREiQ** service includes remote preventative health checks. The Health Checks will be performed based on a schedule mutually agreed upon between the Client and EMS. The Health Checks will include a review of the Software and its settings, disk utilization and related IT settings.

#### 5. **Help Desk and System Troubleshooting**

EMS shall provide the following help desk and system troubleshooting services under the **TotalCAREiQ GOLD PACKAGE**:

- a. The Client will have access to the EMS Client Support Center Monday-Friday via [csupport@SimulationIQ.com](mailto:csupport@SimulationIQ.com) between the hours of 8am-8pm EST.
  - i. Client will also have access to extended hours of EMS Client Support for events or emergencies outside the hours stated above.
  - ii. The EMS Client Support Center will provide telephone, email and web-based assistance for information requests on features, functions and equipment operation, remote testing and trouble resolution with the On-Site Resource designated by the Client.
- b. Trouble-shooting will be performed remotely by the EMS Client Support Center prior to dispatching technical support to the Client site. The Client will designate the On-Site Resource to participate in the remote diagnostic process.
- c. The Client will provide EMS with remote access and IP connectivity for upgrades, diagnostics and testing.

**Client On-Site Resource:**

(Name)	(Email)
(Phone)	(After-hours Phone/Cell phone)

#### 6. **Single Contact for Hardware Warranty Support**

- a. The repair of the Equipment will be performed at the Client's site, manufacturer's facility or at EMS' facility, at EMS' discretion. The Client will package, insure, and ship the malfunctioned unit to the maintenance location designated by EMS. Upon completion of the repair, EMS will arrange shipping of the Equipment to the original Client site for installation.
- b. The Client will be responsible for shipping to EMS' service locations; EMS will be responsible for return shipping and installation service as necessary.

#### 7. **On-site Support and Service**

- a. On-site service is provided at EMS' sole discretion as part of **TotalCAREiQ GOLD**. EMS will coordinate with the Client to schedule technical support on-site. The service will be scheduled during normal business hours (9:00 a.m. to 5:00 p.m. local time).

- b. On-site technical support outside of normal business hours will be billed to the Client at EMS' then current hourly rates.
- c. EMS may, at its discretion, use one of EMS' approved subcontractors to provide on-site technical support.

#### 8. Software Updates

- a. EMS will provide the Client with an upgrade of the standard licensed Software whenever a new release is issued by EMS, at no additional cost to the Client. These upgrades are provided as part of **TotalCAREiQ**.
  - i. EMS may request that the Client install upgrades of the Software provided by EMS.
  - ii. The Client agrees to upgrade the software within a reasonable period of time after upgrades are released, but not more than two (2) releases from the current upgrade or release.
  - iii. The Client agrees to upgrade their operating system within a reasonable period of time but no more than two years from release of upgrade from manufacturer.
  - iv. EMS reserves the right to discontinue **TotalCAREiQ** for obsolete or superseded versions of the Software or operating systems.
- b. All such version and release modifications, when delivered and properly installed, shall become part of the Software and shall otherwise be subject to all of the terms of the License Agreement.
- c. New versions of the Software with significant platform upgrades, substantial additional functionality or substantially improved performance, as determined by EMS, are not considered upgrades and are not included as part of **TotalCAREiQ**.

#### 9. Changes in the Software.

The Client may request that changes be made to the Software not otherwise scheduled to be released. This Agreement does not cover changes in Software specifications, or other aspects of modification to the existing application. If the Client requests such a change, EMS will provide a separate quote for any design and development effort, and implementation of any such changes shall be subject to the parties' written agreement.

#### 10. EXCLUSIONS

EMS shall have no obligation to provide:

- i. **TotalCAREiQ** for any Software or Hardware that has been damaged or rendered defective due to accident, negligence, misuse, abuse, abnormal use, unauthorized repair, fire, flood, vandalism, theft, any act of God, operation of Software with non-compatible software or systems or contrary to operating instructions including environmental, electrical, and operating temperature standards, or any combination of the above, or caused by accessories, alterations, or attachments of other devices not provided by EMS.
- ii. **TotalCAREiQ** for any Software or Hardware to which a modification, attachment, alteration, or addition has been made unless the modification, addition, or alteration has been previously been authorized or recommended in writing by EMS.
- iii. **TotalCAREiQ** for problems caused by third party software, OS patches or the like.
- iv. **TotalCAREiQ** for configurations not installed by EMS or an EMS designated contractor.
- v. Consumable items including but not limited to batteries, plasma cells, and cables.
- vi. Deterioration of usage sensitive components such as fans, keyboards, mice and joysticks.
- vii. To the extent that a problem reported by the Client is not due to an error in the Software developed and installed by EMS, the Client will pay EMS at EMS' then current hourly rates for support personnel for the time necessary to diagnose and fix the problem.

#### 11. Client Data

The Client shall be solely responsible for maintaining backup data necessary to replace the Client's data that is lost or damaged from any cause.

**12. Maintenance Fee**

- a. EMS' fee for twelve months of **TotalCAREiQ GOLD** as provided herein to the Solution listed in Exhibit A is **\$50,865**; this fee has been waived for the first twelve months of coverage.
- b. EMS shall have the option to increase such annual fee for annual renewal periods; provided, however, in the event of any such increase, the Client shall have the right to terminate this Agreement within 30 days after receiving notice from EMS of any such increase by delivering written notice thereof to EMS.
- c. Payment shall be made by the Client to EMS within 45 days prior to any renewal period.

**13. Term**

- d. **TotalCAREiQ** will take effect on the Project Acceptance Date and will continue until termination or expiration of the Agreement in one-year installments. **TotalCAREiQ** will automatically renew on an annual basis during the Term of the Agreement unless terminated by one party providing the other party written advance notice of at least 60 days prior to the expiration of such one-year installment period..
- a. **TotalCAREiQ** shall terminate immediately upon termination of the License Agreement.



## 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 requires 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.

**Access to Confidential Information.** If the performance of the Agreement contemplates the sharing with, and/or storing of information by Vendor that is confidential,

highly sensitive, and/or protected by law (the “Confidential Information”), Vendor shall comply with any and all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission’s Red Flags Rule and amendments thereto (collectively, “Privacy Laws”). Vendor agrees to comply with all Privacy Laws that are applicable to the Agreement and to negotiate in good faith to execute any amendment to the Agreement that is required for the terms of the Agreement to comply with applicable Privacy Laws.

Texas Government Code section 2054.5192. Any vendor who has access to a University computer system or database must complete a cybersecurity training program as selected by University during the term of the Agreement and during any renewal period.

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Vendor’s use and possession thereof is solely for University’s behalf. University may access and copy any University data in Vendor’s possession at any time, and Vendor shall facilitate such access and copying promptly after University’s request.

Accessibility. In accordance with Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, University must procure Electronic and Information Resources that comply with Accessibility Standards. Vendor shall ensure that any tools, services, or processes Vendor provides pursuant to this Agreement comply with the Accessibility Standards found under Texas Administrative Codes 1 TAC 206 & 1 TAC 213, the Worldwide Web Consortium WCAG 2.0 or 2.1 AA technical standards, and Section 508 of the US Rehabilitation Act, as applicable.

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.

Termination for Convenience. University may terminate the Agreement or an individual statement of work upon thirty days’ notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. University shall not be liable for any early termination charges.

State Law Verifications. 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. If the Agreement is subject to Texas Gov’t Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov’t Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies 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.**

[Signatures on Next Page]

**Education Management Solutions (“Vendor”)**

**University of North Texas Health Science  
Center (“University”)**



HSC Contract #2022-0298



# SIMULATIONiQ™ Enterprise

## SIMULATIONiQ™ Enterprise Proposal

SUBMITTED TO:

UNIVERSITY OF NORTH TEXAS - GIBSON D. LEWIS HEALTH SCIENCE LIBRARY

OCTOBER 12, 2021

Submitted by:

Kyle Moyer

Regional Sales Manager

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**SIMULATIONIQ™ PRICING PROPOSAL**

<b>Item</b>	<b>Total</b>
SIMULATIONIQ™ Enterprise Solution	\$276,175
EMS Professional Services:	
✓ Project Management	
✓ Engineering	
✓ Testing & Configuration	
✓ Onsite Implementation & Installation	
✓ Onsite Training	\$155,565
Annual TotalCAREiQ™ Gold Package (Year 1)	\$50,865
Annual TotalCAREiQ™ Gold Package (Year 2 Prepayment)	\$50,865
System Subtotal	\$533,470
<i>Annual TotalCAREiQ™ Gold Package (Year 1) Discount</i>	<i>\$50,865</i>
<b>SIMULATIONIQ™ System Total</b>	<b>\$482,605</b>
<b>Estimated Recurring Annual Costs</b>	<b>Total</b>
Annual TotalCAREiQ™ Gold Package (Years 3+)	\$50,865

## SIMULATIONIQ™ SYSTEM DETAIL

Room	Item	Qty	Total
	SIMULATIONIQ™ Enterprise Software (22 Locations)	1	Existing***
	Scheduling & Management, Curriculum / Case Management, SP Training & Management, Inventory Tracking, Curriculum / Scenario Management, Sim Scenario Wizard, Assessment, Reporting, Statistics, etc.		
	***Additional fees may apply dependent upon net new rooms from MET & EAD room decommissioning Rooms decommissioned MET 16; EAD 6 total 22 net new rooms 0		
<b>14 - Exam Rooms (123 thru 136) (14)</b>			
	HD-TVI PTZ Camera (Including Mount)	28	
	Microphone	14	
	Overhead Paging Speaker	14	
	SP Checklist Computer	14	CFE
	Post Encounter Computer	14	CFE
<b>1 - Learning Lounge (SP 139) (1)</b>			
	Overhead Paging Speaker	1	
	HD-TVI PTZ Camera (Including Mount)	2	Pre-Wire Only
	Microphone	1	Pre-Wire Only
<b>1 - Learning Lounge (Student 120) (1)</b>			
	Overhead Paging Speaker	1	
	HD-TVI PTZ Camera (Including Mount)	2	Pre-Wire Only
	Microphone	1	Pre-Wire Only
<b>2 -East/West SP Hallways (Not Recorded) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Overhead Paging Speaker	6	
<b>1 - Flex Hallway (Corridor 101) (1)</b>			
	Overhead Paging Speaker	3	
<b>1 - 2D VR Room (116) (1)</b>			
	HD-TVI PTZ Camera (Including Mount)	3	
	Microphone	1	
	Overhead Paging Speaker	1	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	
<b>1 - 3D VR Room (115) (1)</b>			

	HD-TVI PTZ Camera (Including Mount)	3	
	Microphone	1	
	Overhead Paging Speaker	1	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	
<b>2 - Fixed SIM (112, 113) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	2	
	Overhead Paging Speaker	2	
	Mannequin Voice Speaker	2	
	HD-TVI Vital Sign Capture	3	
<b>2 - ADL (Divisible Fixed ADSL &amp; White Box 121, 122) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	5	
	Microphone	3	
	Overhead Paging Speaker	2	
	Mannequin Voice Speaker	1	
	HD-TVI Vital Sign Capture	1	
<b>2 - Proc Skills Room (Divisible A &amp; B 102, 103) (2)</b>			
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	2	
	Overhead Paging Speaker	2	
	HD-TVI Vital Sign Capture	2	
	TVI-HDMI Converter	4	
	Room Presentation System	2	CFE
<b>2 - Teams Room (SP Side 137, 138) (2)</b>			
	Debriefing Computer	2	CFE
	A/V Viewer License	2	
	Overhead Paging Speaker	2	
	Room Presentation System	2	CFE
<b>2 - Teams Rooms (SIM Side 111, 114) (2)</b>			
	Debriefing Computer	2	CFE
	A/V Viewer License	2	
	Two Speaker sound System (w/Volume Control)	2	
	HD-TVI PTZ Camera (Including Mount)	4	
	Microphone	4	
	Overhead Paging Speaker	2	
	Presentation System	2	CFE



<b>1 -Main Control Room (SP Control Station 147) (1)</b>		
Control Station PC	1	CFE
Control Station Software	1	
Camera Control Joystick	1	
Stereo Headset (Streamed)	1	
49-inch LCD Package	4	
Paging Microphone	1	
Overhead Paging Speaker	1	
<b>1 - Main Control Room (VR 2d 147, VR 3d 1800, ADL 1800 Control Stations) (3)</b>		
Control Station PC	3	CFE
Control Station Software	3	
Camera Control Joystick	3	
Stereo Headset (Streamed)	6	
Quad Camera Display Package	2	
3x3 Camera Display Package	1	
27-inch LCD Package	3	
Paging Microphone	3	
Desktop Audio AMP Package	3	
Stereo Headphone (Streamed) with Boom Microphone Package	3	
Touch Panel Package	1	
<b>1 - Main Control Room ( (2) Fixed SIM Control Stations 1800A &amp; B) (2)</b>		
Control Station PC	2	CFE
Control Station Software	2	
Camera Control Joystick	2	
Stereo Headphones (Live)	2	
Quad Camera Display Package	2	
27-inch LCD Package	2	
Paging Microphone	2	
Overhead Paging Speaker	2	
Stereo Headsets	2	
Stereo Headphone (Streamed) with Boom Microphone Package	2	
Touch Panel Package	2	
<b>1 - Mobile Cart Control (1)</b>		
Control Station PC	1	CFE
Control Station Software	1	
Stereo Headset (Streamed)	1	
Cart	1	CFE
<b>Server Room (117)</b>		
SIMULATIONiQ™ Video Recorder Ports & License	59	

SIMULATIONiQ™ DVCS Server	4	Cloud
SIMULATIONiQ™ DVCS Encoder Software	4	Included
SIMULATIONiQ™ Enterprise Master Server - Education (w/SQL)	1	Cloud
SIMULATIONiQ™ Enterprise Master Server Software	1	Included
IIS Server	1	Cloud
ESS Server	2	CFE Virtual Server
ESS Server Software	2	
Streaming Server Software License	1	Existing
Cloud Appliance	2	Existing CFE Virtual Server
Cloud Appliance Software	2	Included
AV Switch	3	
Rack (w/ Accessories)	3	
Camera Power Supply	4	
Audio DSP	1	
Audio DSP Programming	1	
Message Player (with rack mount kit)	2	
Paging Speaker Power Supply	1	
SIMULATIONiQ™ Paging Software	1	Existing
Multiplexer	4	
Crestron Control Hardware + Program	1	
SSO Integration	1	Existing
SIMULATIONiQ™ Enterprise Web Licenses (Unlimited)	1	Included
UPS	3	

*Please note:*

- *EMS offers an optional Cloud Backup Solution for all on-premise, server-based solutions for \$75 per server/month; please see your sales representative for additional details.*
- *CFE stands for Client Furnished Equipment.*
- *Please review the sections titled 'Technical Considerations' and 'Project Considerations.'*

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## SIMULATIONIQ™ FUNCTIONAL DESCRIPTION

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Fourteen (14) Exam rooms (123 thru 136), one (1) Learning Lounge (SP 120), one (1) Learning Lounge (Student 139), two (2) East/West Hallways, one (1) Flex Hallway (Corridor 101), one (1) 2D VR room (116), one (1) 3D VR room (115), two (2) Fixed Sim rooms (112, 113), one (1) ADL (Divisible Fixed ADL 121 & White Box 122) room, one (1) Proc Skills Room (Divisible A & B 102, 103), two (2) Teams Rooms (SP Side 137, 138), two (2) Teams Rooms (SIM Side 111, 114), Main Control Room with one (1) EMS SP control station 147, one (1) 2D VR room EMS control station (147), one (1) 3D VR EMS control station (1800), two (2) Flex SIM EMS Control stations (1800A & B), one (1) ADL EMS control station (1800), one (1) Mobile Cart Control and a server room (117).

The fourteen (14) Exam rooms (123 thru 136) will include two (2) PTZ cameras, and one (1) microphone to record the events in each room. The microphone inputs will be recorded with each camera view. One (1) overhead speaker will be installed in the room to allow live or recorded audio announcements to be made. Each room will include one (1) Customer-furnished Equipment (CFE) SP Checklist Computer, and one (1) CFE Post Encounter Computer. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) Learning Lounge (SP 120) will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the room. The room will be prewired for future provisioning of two (2) PTZ cameras, and one (1) microphone.

The one (1) Learning Lounge (Student 139) will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the room. The room will be prewired for future provisioning of two (2) PTZ cameras, and one (1) microphone.

The two (2) East/West Hallways will include four (4) PTZ cameras to monitor the events in the hallways. Each hallway will have three (3) overhead paging speakers configured as one (1) paging zone to allow live or recorded audio announcements to be made. Any control station will provide capability to monitor and control all camera views. The cameras in the hallways will not be recorded as part of the SIMULATIONIQ™ system.

The one (1) Flex Hallway (Corridor 101) will include three (3) overhead paging speakers configured as one (1) paging zone to allow live or recorded audio announcements to be made. Any EMS control station will provide capability to page into the hallway paging zone.

The one (1) 2D VR room (116) will include three (3) PTZ cameras, and one (1) microphone to record the events in the room. The microphone inputs will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. One (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in the room. One (1) NR Vital capture package will be installed at the bed to allow for vital sign recording and capture in the room. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) 3D VR (115) room will include three (3) PTZ cameras, and one (1) microphone to record the events in the room. The microphone input will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. One (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in each room. One (1) NR Vital capture package will be installed at the bed to allow for vital sign recording and capture in the room. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The two (2) Fixed Sim rooms (112, 113) will include two (2) PTZ cameras, and one (1) microphone to record the events in each room. The microphone inputs will be recorded with each camera view. One (1) overhead paging speaker will be installed to allow live audio announcements to be made. Two (2) NR Vital capture packages will be installed for vital sign recording and capture in one room. One (1) NR Vital capture package will be installed for vital sign recording and capture in the other room. The location for the Vital Sign Capture packages will be determined prior to project start. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

The one (1) ADL (Divisible Fixed ADL 121 & White Box 122) room will include a total of five (5) PTZ cameras, and three (3) microphones to record the events in the room in a combined configuration. The microphone inputs will be recorded with each camera view in a combined configuration. Two (2) overhead paging speakers

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configured as two paging zones will be installed to allow live audio announcements to be made (one (1) in the Fixed ADL area and one (1) in the Flex ADL area). In the Flex ADL area one (1) Mannequin-voice-package (MVP) will be installed to allow the end-user the ability to talk either through the MVP pillow or the overhead speaker in the Flex ADL area. One (1) NR Vital capture package will be installed at the bed to allow for vital sign recording and capture in the White Box ADL area. The Flex ADL area will have three (3) cameras and three (3) microphones. The White Box ADL area will have two (2) cameras and one (1) microphone. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

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The one (1) Proc Skills Room (Divisible A & B 102, 103) will include two (2) HD PTZ cameras, and one (1) microphone to record the events at a focus area in each room (A & B). The microphone input will be recorded with the cameras in each room. Each room will include one (1) overhead speaker in the room to allow live or recorded audio announcements to be made (separate paging zones). Each room will be included one (1) NR Vital capture package to be installed for vital sign recording and capture in each room. The location of the Vital capture package within each will be determined prior to project start. Any EMS control station will provide capability to monitor and control all camera views. It is assumed when the room is in a combined state a focus area in room A or B may be recorded. EMS will provide two (2) HDMI (video only) feeds and one (1) audio feed from each focus area for input to the CFE room presentation system. EMS will provide an audio input feed from CFE Wireless microphone from each room focus area to be mixed with the experience session recording. EMS will provide tagged mentioned feeds; client will be responsible for wiring the interface on the CFE equipment and associated configuration. An EMS control station will provide capability to monitor and control all camera views, and schedule all recording scenarios.

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The two (2) Teams Rooms (SP Side 137, 138) will include one (1) Customer-furnished equipment (CFE) debriefing computer, on which EMS will install SIMULATIONiQ™ A/V Viewer license. The room will include one (1) CFE presentation package for viewing of live and recorded videos. Client will be responsible for the debriefing computer interface to the CFE room presentation system.

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The two (2) Teams Rooms (SIM Side 111, 114) will include two (2) HD PTZ cameras, and two (1) microphones to record the events in each room. The microphone inputs will be recorded with each camera view. Each room will have one Customer-furnished equipment (CFE) debriefing computer, on which EMS will install SIMULATIONiQ™ A/V Viewer license. Each room will include one (1) CFE presentation package for viewing of live and recorded videos. Client will be responsible for the debriefing computer interface to the CFE room presentation system. Each room will have the ability to monitor the audio from the corresponding Fixed SIM room via two (2) ceiling mounted sound support speakers. There will be one (1) wall mount volume control (with lockable cover) associated with the sound support speakers located near the glass widow view of the Fixed SIM room in each Teams room. Any EMS control station will provide capability to monitor and control all camera views.

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The Main Control Room (1800) will house six (6) EMS control stations. Each EMS control will have one (1) Customer-Furnished Equipment (CFE) control computer on which EMS will install SIMULATIONiQ™ Control Station Software. The control computer provides the capability to monitor and control all camera views, and schedule all recording sessions.

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At the Exam room (SP) control station location (147) there will be one (1) stereo headset (Streamed) for monitoring audio within the selected Exam room. One (1) desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. The area will have one (1) overhead paging speaker for automated paging monitoring. The control station location (147) room will have four (4) 49" wall mount displays for monitoring up to sixteen (16) preset camera feeds on each for a total of sixty-four (64) camera views from cameras throughout the simulation center. Preset camera views will be determined prior to project start. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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At the VR 2D (147), 3D VR (1800), and ADL control station (1800) locations there will be three (3) Streamed stereo headsets, one (1) with integrated microphone, for monitoring audio and provide mannequin speaker audio within the associated simulation room. The other audio headsets will be a standard audio headset without an integrated microphone. One (1) desktop paging microphone located at each control station will be installed to allow the end-user the ability to make live audio announcements into the simulation room via the overhead head paging speaker. The stations will each have one (1) 27" desktop mount display for monitoring the preset live camera views from the associated experience room. Preset camera views will be determined

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prior to project start. The EMS control stations associated with the ADL room will have one (1) touch panel with the functionality to mute and unmute the audio monitoring in the corresponding Teams rooms and to be utilized to provide the appropriate audio routing when the ADL room is a combined or divided configuration. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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At the two (2) Fixed SIM control station locations (1800A & B) will be three (3) Live stereo headsets, one (1) with integrated microphone, for monitoring audio and provide mannequin speaker audio within the associated simulation room. The other audio headsets will be a standard audio headset without an integrated microphone. One (1) desktop paging microphone located at each control station will be installed to allow the end-user the ability to make live audio announcements into the simulation room via the overhead head paging speaker. Each control station will have one (1) 27" desktop mount display for monitoring the two (2) preset live camera views from the corresponding Fixed Sim room. Preset camera views will be determined prior to project start. The main area of the control room will have two (2) overhead paging speakers, configured as separate paging zones. The EMS control stations associated with the Fixed Sim rooms will each have one (1) touch panel with the functionality to mute and unmute the audio monitoring in the corresponding Teams room. These touch panels are also to be utilized to provide the appropriate audio routing when the Procedure Skills room is a combined or divided configuration. Camera Control will be accomplished with EMS provided Network Keyboard/Joy stick.

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The one (1) Mobile Cart Control will have one (1) Customer-Furnished Equipment (CFE) control computer on which EMS will install SIMULATIONiQ™ Control Station Software. The control computer provides the capability to monitor and control all camera views, and schedule all recording sessions. Client will be responsible for the mobile cart.

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The audio paging system will provide the capability to make announcements from the centralized control station to individual rooms, groups of rooms, or the entire facility. Announcements can be made either from the provided paging microphone or can be automated with pre-recorded messages via the provided audio playback devices.

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A set of two (2) equipment racks (117) will contain all the components for audio and video processing and storage. All audio and video signals will be terminated in the equipment racks so that recording is performed in a centralized fashion. UPS protection will be provided to ensure maximum system reliability.

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### **Observations and Assumptions**

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The physical decommissioning of rooms at MET and EAD are out of scope. All existing six (6) SP rooms in the EAD building will be shut down and disabled after the move to the new Library building. The ten (10) CER rooms, one (1) Sim room 420 with four (4) beds, one (1) OR room 434, and one (1) Manual Diagnostic room 432 in the MET building will be shut down and disabled after the move to the new Library building. The Cloud costs will be remaining the same and there will be no additional charge since Cloud has been paid through September 30, 2023. If any rooms are retained (net new) for usage in the MET building, then there may be an increased cost. Camera placement and mounting in the 2D VR room, 3D VR room and ADL room(s) will be reviewed during a pre implementation site visit since these rooms will be open plenum with a Unistrut plenum structures, to determine if additional mounting hardware is required and additional charges may apply. SIMULATIONiQ™ Enterprise Telemedicine Program Licenses: The Telemedicine Licenses will continue in place and be annually charged. The mannequin manufacturer control device is expected to utilize a wireless transport for mannequin control (ad hoc or client provided wireless transport). It is planned to Re-utilize the Cloud Appliance associated with the EAD building for the Library building. It is planned to provision ESS services on CFE virtual servers associated with the MET and Library Buildings. Pharmacy ESS deployment is out of scope of this engagement.

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## SIMULATIONIQ™ SOLUTION OVERVIEW

As the World's leading clinical simulation management operating platform, SIMULATIONIQ™ provides a single integrated system with a full spectrum of options for mid- to large-size standardized patient (SP) and mannequin-based simulation centers. From audio-visual hardware and software to management, evaluation, and mobile device access, SIMULATIONIQ™ Enterprise enables evaluators to leverage their full simulation efforts to drive tangible results.

### SIMULATIONIQ™ ENABLES:

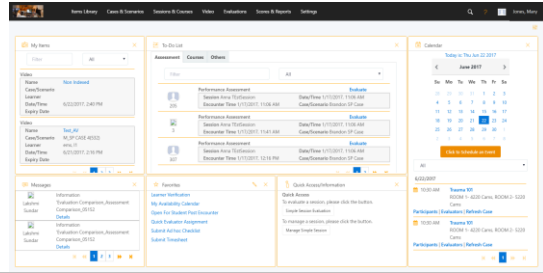
- ✓ A distributed network linking various simulation resources through a central control center
- ✓ Internet Protocol (IP) & High Definition (HD) audio-video capture
- ✓ Immediate video playback and bookmarking for debriefing and research
- ✓ Multiple simulator integration & capture of vital signs & events
- ✓ Checklist creation, scoring & statistical report generation
- ✓ Fully automatic paging announcements (optional)
- ✓ 360° participant evaluation
- ✓ Learner competency tracking and progress reporting
- ✓ Automatic scheduling of rooms, participants, and simulators
- ✓ Integrated calendar view for SP and simulation events
- ✓ Scenario session creation and management
- ✓ Student portfolio development to manage schedules, calendars, and activities
- ✓ Learner portal to manage activities, assignments and surveys
- ✓ Support for COMLEX-USA Level 2-PE-style SOAP Note and USMLE-style Patient Note
- ✓ Single-screen management of entire simulation center
- ✓ Simulated EHR (optional)

*"With EMS' products, we are able to pull scenarios together and create a video clip of the student performing skills, which he or she will then take to a potential employer upon graduation. Other competing products didn't offer this option."*

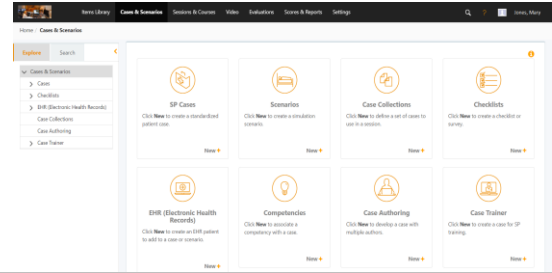
-Dr. Sharon Decker  
Executive Director of The F. Marie Hall SimLife Center  
Texas Tech University

# SIMULATIONiO™ Enterprise

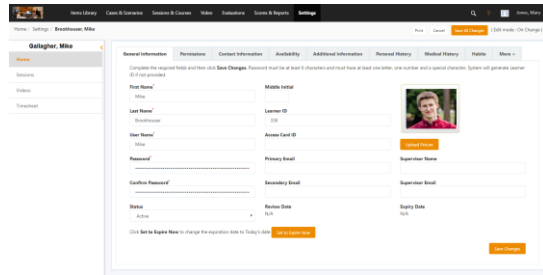
## CONFIGURABLE DASHBOARD



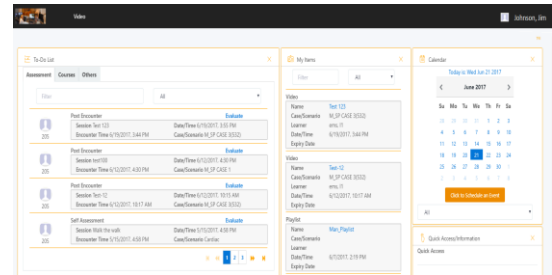
## SIMPLE NAVIGATION



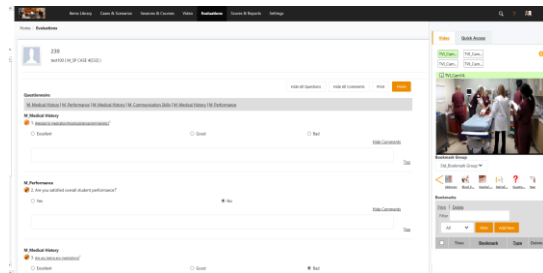
## USER PROFILE & PERMISSIONS MGMT.



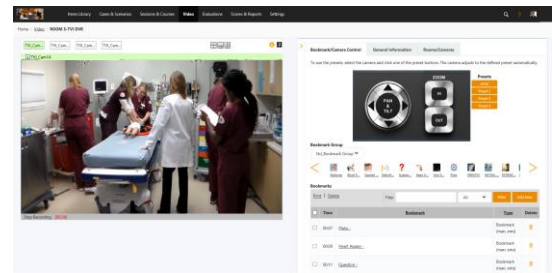
## LEARNER DASHBOARD



## LEARNER EVALUATION



## BOOKMARKING



*"For me one of the best components of working with SIMULATIONiO™ is ease of use, the ability to track the necessary metrics that we need going forward in this economy..."*

—Samuel Duncan  
Simulation Program Director, Thomas Jefferson University

**EMS TOTALCAREIQ™**

The EMS TotalCAREiQ support structure consists of a team of US-based support specialists on call to keep your clinical simulation management platform running at peak capacity with fast and effective responses to your reported concerns and questions. Our team prides itself on having a strong relationship with customers and is committed to their long-term success with our platform.

Whatever and whenever the need arises, you can reach our team directly with one-touch service and support. Count on the team to:

- Perform remote diagnostics and resolve issues expediently
- Provide phone, email, and web-based user assistance
- Schedule and conduct required updates and maintenance



With three service level tiers available, Silver, Gold, and Platinum, we have options to satisfy a full range of requirements. And, with any new purchase of SIMULATIONiQ, we provide the first year of TotalCAREiQ service free.

TotalCAREiQ™ Silver	TotalCAREiQ™ Gold	TotalCAREiQ™ Platinum
<p><b>Silver Level:</b> Standard service support, hardware troubleshooting</p>	<p><b>Gold Level:</b> Enhanced webinar training, advance replacement for any failed hardware, and extended support hours</p>	<p><b>Platinum Level:</b> Unlimited training at EMS Headquarters, customized webinar training, annual business review, annual user conference, proactive hardware replacement/refresh to ensure a seamless user experience, extended support hours, and special event support</p>

*“EMS has a great program, and their tech support is like no other I've dealt with in the past: They get things done! I appreciate all their hard work and dedication.”*

-Jean Ann Thompson  
Oklahoma State University



## TECHNICAL CONSIDERATIONS

*(Some of items below may not apply to your specific project. Reach out to your Sales Representative if you have questions)*

### Implementation Details

All equipment will be placed in locations mutually agreed upon by University of North Texas - Gibson D. Lewis Health Science Library and EMS. Unless otherwise noted, all EMS supplied microphones used for audio recording in the individual rooms shall be mixed and processed through the EMS supplied audio digital signal processor (DSP). Unless otherwise specified, University of North Texas - Gibson D. Lewis Health Science Library shall be responsible for providing all cable management infrastructures above the ceiling for cabling components.

### Control Computers

- EMS shall install and configure EMS Control software on each control computer. The end-user shall have the ability to record the video output of all associated cameras. EMS shall configure and test the system to ensure seamless communication between AV components, SIMULATIONiQ™ Enterprise software and system servers.
- This control computer will need to be configured to have the EMS assigned domain account as a member of the local administrators group on the computer.
- Minimum computer specifications are provided below; the specifications provided are valid for 60 days from the date of this proposal. Specifications are updated on a regular basis with technology changes. All changes will be review during the project kick-off.

### Standard Touch Panel Functionality

- The ability to turn the designated display on and off.
- The ability to select alternate video sources for the display, if multiple sources are available.
- Volume control of the installed speaker system where available.
- Selection of an individual camera and control of its pan, tilt and zoom functions.
- Further coordination of the functionality will need to be discussed between EMS and the AV vendor to ensure timely implementation at the client site.

### Mannequin Availability – Client Responsibility

- University of North Texas - Gibson D. Lewis Health Science Library shall set-up, install, and have available all mannequins and associated mannequin and vital sign computers prior to the arrival of the EMS installation team. University of North Texas - Gibson D. Lewis Health Science Library personnel shall also be available to configure the University of North Texas - Gibson D. Lewis Health Science Library supplied mannequin control computer for each mannequin.
- The mannequin control computers shall be located at the designated control stations.
- Each mannequin control computer shall be configured so it will function with the EMS supplied SIMULATIONiQ™ Enterprise software solution.

### Long Term Backup

- University of North Texas - Gibson D. Lewis Health Science Library shall be responsible for video backup process and infrastructure.

**Site Readiness/Remote Access**

- EMS expects the items below to be ready before EMS arrives on-site. If these items are not completed before EMS arrival, necessitating additional time to complete project, EMS will create a change order for additional time and expenditures to complete the project due to the site not being ready for installation.
- EMS expects all control computers and vital signs monitor to be installed and ready for testing any mannequin integration. If mannequin computers are not available at the time of EMS installation, Manikin integration will be completed remotely with the assistance of the client's staff and at a time convenient to EMS.
- University of North Texas - Gibson D. Lewis Health Science Library shall provide all network connectivity infrastructure, power, and HVAC infrastructure.
- University of North Texas - Gibson D. Lewis Health Science Library shall be responsible for all conduit and structural blocking for this project.
- EMS requires a VPN and/or remote connection capability for access to the EMS supported devices from the customer service department at EMS Headquarters.
- The EMS system requires a domain service account and static IP addresses for all servers, some workstation, and the AV equipment associated in this configuration to facilitate remote support of the system.
- This configuration needs to be up and running before EMS is onsite. If this is not available where EMS can support remotely, EMS may seek additional charges related to any such delay incurred.

**COMPUTER SPECIFICATIONS**

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PLEASE NOTE: The specifications provided below are valid for 60 days from the date of this proposal.

***Minimum system requirements for debriefing and control station computers:***

- Intel® i7
- 16 GB RAM or higher
- 512 SSD for media
- 1000 Mbps Network Interface
- Windows 8.1 Professional Edition (64-bit) or higher
- DVD-RW (DVD Burner with Nero 6 software – not required for SP or Learner stations – or any other DVD burner software already purchased, which is compatible to Windows 8.1.)
- 19" or bigger LCD monitor with minimum screen resolution support 1280 x 1024
- Video Display Card: MSI NVIDIA® GeForce GT750M with 4GB RAM
- USB Keyboard and Mouse

## PROJECT ROLES & RESPONSIBILITIES

Item	Furnished By		Installed By	
	Client	EMS	Client	EMS
AV System mains power and receptacles	■	□	■	□
AV System conduits and cable paths <i>(incl. pull strings and boxes)</i>	■	□	■	□
AV system cable, wiring and connectors	□	■	□	■
AV system custom connection panels	□	■	□	■
Ceiling speaker wiring	□	■	□	■
Ceiling speaker enclosure	□	■	□	■
Ceiling speakers	□	■	□	■
Ceiling-mounted AV system equipment structural mount	□	■	□	■
Ceiling modification and finish work	■	□	■	□
Wall blocking and structural modifications	■	□	■	□
Wall mounted AV system equipment	□	■	□	■
Wall coverings, patching, painting, and finish work	■	□	■	□
AV system equipment enclosures and cabinets	□	■	□	■
AV system equipment ventilation and cooling as required	■	□	■	□
Millwork and custom woodworking modifications	■	□	■	□
Tel/Data and Networking wiring, devices and services	■	□	■	□
Building the rack for EMS Recorders and associated equipment	□	■	□	■
Building the rack for associated AV equipment	□	■	□	■
Installing and configuring the AV recorder	□	■	□	■
Installing and configuring the Database Server for the AV system	□	■	□	■
Installing and configuring the Web Server for the AV system	□	■	□	■
Providing sufficient network access points or network switch	■	□	■	□
Providing IP Addresses for the Recorders and Servers	■	□	□	■
Add the AV system to Domain or keep in Private Network	■	□	□	■

## PROJECT CONSIDERATIONS

For a successful project deployment, please consider the following:

1. This proposal is valid through **December 12, 2021**; EMS reserves its right to revise or withdraw this proposal after 60 days from date of this proposal.
2. This proposal is based on information available at the time of proposal. Additional requirements may increase the amount of the proposal. The proposal reflects labor and installation performed within the standard business hours of 8:00 AM – 5:00 PM. If installation is required outside of standard business hours, additional fees apply. Additional site surveys, permits, safety training and/or drug testing are not included in the pricing of this proposal.
3. A purchase order must be accompanied by a signed System Purchase Agreement to commence the Project.
4. EMS will require a minimum of 90 days from the date of receipt of a purchase order to procure, configure and test the solution prior to installation.
5. All equipment supplied by the customer shall meet EMS' minimum specifications.
6. EMS' standard payment terms are 50% upon issue of a purchase order, 40% upon delivery of equipment and 10% upon system acceptance (within 20 days of completion of installation or first use of the system).
7. Client is responsible for paying all taxes associated with this purchase.
8. There will be a 3% surcharge for payments made via credit card.

## **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.