THE UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER

Office of Finance
300 Hyman Building
62 S. Dunlap Street
T 901.448.5523

Memphis
Knoxville
Chattanooga
Nashville

June 29, 2020

Ms. Krista Casner
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North-8th Floor
Nashville, TN 37243-0057

Dear Ms. Casner:

In 2016, the National Association of Pharmacy Licensing Exam (NAPLEX) implemented a major change in the exam required to become a licensed pharmacist. After consideration of the changes, the college leadership determined our student pharmacists would be best served to take an externally provided review course prior to taking the NAPLEX and Multistate Pharmacy Jurisprudence (MPJE) Examinations. Under the previous exam format, the college faculty had developed courses to support their review, but it was thought with the changes being implemented an external course would be more effective.

In July 2016, the University of Tennessee Health Science Center executed a one-year contract with RxPrep, a nationally ranked review program for the pharmacy licensing exams (NAPLEX and MPJE). There are only a few major programs (*Kaplan* and *APhA Complete* are two notable programs) available to meet this need and the college reviewed each and selected RxPrep as the best for our students. Their justification for this selection was based on a number of factors, including the frequency that program content and questions are updated; the option for an on-site live course covering both the NAPLEX and MPJE; the use of testing format and question that mirror the style being implemented by NAPLEX and MPJE; and the availability of an app that allows students to take practice questions on their phones or tablets. We believe this program has been successful as our students first time board pass rate has continued to outperform the national average as shown below:

- Class of 2017: UTHSC-COP: 95.6%; National: 87.95%
- Class of 2018: UTHSC-COP: 95.45%; National: 89.46%
- Class of 2019: UTHSC-COP: 93.92%; National: 88.34%

The initial contract was for the period from July 15, 2016 through August 31, 2017 and was for a total of $89,450. The contract was amended to extend the contract for three years through August 31, 2020 and added $294,200 for a total maximum liability of $383,650. The proposed amendment would be for an additional three years through August 31 ,2023 and add $386,650 for a total maximum liability of $770,300. The program cost has

not changed over this period and remains at $550 per student. Payment for this exam is covered by a student fee of $150 per year for each of the four years of enrollment.

I hope this letter and the attached documents adequately present the justification for this amendment. As always, please let me know if you have questions or need additional information.

Sincerely,

Anthony A. Ferrara
Senior Vice Chancellor for Finance &
Administration / Chief Financial Officer

/VOLUMES/FINANCE/VICECHANCELLOR/GENERAL LETTERS - DOCUMENTS/FY 2021/CASNER RXPREP EXTENSION/CASNER RXPREP EXTENSION.DOCX

Enclosures

cc: Meagan Jones
Mark Paganelli
Trent W. Pitts

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
N/A	N/A
State Agency	**State Agency Division**
University of Tennessee	Health Science Center
Contractor Name	**Contractor ID # (FEIN or SSN)**
RxPrep, Inc	[ ] C- or [x] V- [redacted]

Service Description

RxPrep, Inc.will provide its NAPLEX Course and MPJE review course, which includes: the most current version of the RxPrep Course Book and the MPJE Booklet; online video lectures and test bank access for both NAPLEX and MPJE.

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
9/1/20	8/31/23	Vendor	

Mark Each TRUE Statement

[ ] n/a Contractor is on STARS [x] Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.3	N/A	N/A	N/A	N/A	N/a

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016				$89,450	$89,450
2017-20				$294,200	$294,200
2021-23				$386,650	$386,650
TOTAL:	$ -	$ -	$ -	$ 770,300.00	**$ 770,300.00**

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2016	$89,450.00	
2017-20	$294,200.00	
2021-23		$ 386,650.00
TOTAL:	$ 383,650.00	$ 386,650.00
End Date	8/31/20	8/31/23

State Agency Fiscal Contact & Telephone #

Anthony A. Ferrara 901-448-5523

David L Miller 865-974-1763

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

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[ ] African American [ ] Person w/ Disability [ ] Hispanic [ ] Small Business [ ] NOT disadvantaged
[ ] Asian [ ] Female [ ] Native American [ ] OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

[ ] RFP [ ] Competitive Negotiation [ ] Alternative Competitive Method
[X] Non-Competitive Negotiation [ ] Negotiation w/ Government (eg,ID,GG,GU) [ ] Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Comparative companies were evaluated but RxPrep is the only company that can meet the specific needs of the College of Pharmacy program.

www.rxprep.com
124
Center
Street, 2nd
Floor El
Segundo,
CA 90245

instructors@rxprep.com/877-545-8800

The University of Tennessee/RxPrep Pharmacy Review Course Contract

COURSE CONTENT AND REQUIREMENTS: July 1, 2020 – August 31, 2021

NAPLEX: RxPrep NAPLEX 3-day Live Review, RxPrep Course Book, and access to the RxPrep Test Banks and Lecture Videos to be provided from 7/1/20-8/31/21.

- 3-day RxPrep NAPLEX and MPJE Live Review dates to be determined.
- RxPrep prepares a sample agenda, based on the NAPLEX Competency Statements and content breakdown. Some customization is possible (by faculty request) to address unique needs of the school.
- Days are from 8AM-5PM, with a 1-hour lunch and several 5-15 minute breaks.
- School to reimburse RxPrep for instructor's economy air, hotel and local travel; see cost detail below.
- Clinical support provided to the students from September 1st through August 31st, with up to 5 individual questions per month/student; additional clinical support can be purchased by the student for a modest fee. Students will be instructed to contact school preceptors if the question may be concerning an actual patient (such as from an APPE) or from a school-assigned patient case.
- Test Bank assessment with analytics, cumulative exams and pre- and post-tests are available to the college at no additional cost.
- University of Tennessee to provide RxPrep an Excel spreadsheet by June 1st, with 3 columns:
  - Student FIRST NAME, LAST NAME, and EMAIL.
- Online Course orientation: an optional online course review can be provided at the beginning of the program. The orientation is given by an RxPrep instructor via a remote webinar. Students can actively participate in the review, with time for questions. The review is 60-90 minutes (dependent on school availability and requirements). The interactive overview helps students orient to the NAPLEX exam requirements, review study technique, and begin preparation of the student's study plan and schedule.

MPJE: Access to be provided for RxPrep's MPJE Online Course, which includes the Video Lectures, Test Banks and Course Manual, from 3/1/21-8/31/21.

Site and equipment requirements:

- Each student will need the current RxPrep Course Book, highlighter, pen/pencil and calculator to participate in the review.
- University of Tennessee to arrange the teaching site, including a lapel microphone, projector for PowerPoint and document camera device (or similar).
- The live review is limited to the University of Tennessee graduating class only.

PRICING

RxPrep NAPLEX Live Review with 13-month NAPLEX Online Course and 6-month MPJE Online Course access is $550/student plus state sales tax, when applicable. The costs for the RxPrep instructor's economy air, hotel and local travel expenses is set at a fixed rate of $950 for a 3-day review. When more than 1 instructor teaches at a course, RxPrep covers the cost of the additional instructor/s.

Access after the contract end-date can be purchased individually. Two copies of the 2021 Course Book will be provided to faculty, at no cost. Additional copies for faculty can be purchased at the discounted rate of $88.

Students under this contract will be able to purchase RxPrep's CPJE (CA) Law Review Course at a school-discounted rate of $85 (reduced from $185). There is no additional cost to the college.

TERMS AND CONDITIONS

Invoice sent to University of Tennessee once Course Books have been sent or online course access has been provided. RxPrep will not provide refunds for previous purchases made directly by any students if outside of the refund policy stated on the RxPrep website. Please consider informing the students that University of Tennessee is providing RxPrep review material as soon as possible. RxPrep responds to internet/website issues quickly; RxPrep is not held responsible for internet connectivity or website issues outside of our direct control. Inflation above 10% annual per the CPI (government-reported rate) is beyond RxPrep's control and will be added to the cost if present, pro-rated by months left in contract. Additional Terms and Conditions are attached here as Exhibit A.

SIGNATURES

Your signature below indicates agreement with the conditions above.

For RxPrep

Printed name	Signature	Date

For The University of Tennessee on behalf of its College of Pharmacy

Printed name	Signature	Date

Exhibit A

Terms and Conditions

These Terms and Conditions of Use ("Terms") are a contract between you ("you", "your", or "University") and RxPrep which governs your access to and use of any RxPrep website, content, products and/or services made available through RxPrep (collectively, the "Site"). RxPrep, Inc. ("RxPrep", "we" or "us") is the owner of the RxPrep Site. The RxPrep Site contains information, including without limitation, all text, graphics, photographs, graphs, sounds, data, images, audio, video, page headers, software (including HTML and other scripts), buttons and other icons, and the arrangement and compilation of this information (collectively, the "Information") that is either owned or licensed by RxPrep. Please read these Terms carefully before accessing and using the Site.

1. **Terms of Use.**

    a. **Acceptance of Terms.** By accessing and/or using the Site, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. **If you do not agree to these Terms, do not use the Site.**
    b. **Amendment of Terms.** RxPrep may amend the Terms from time to time. Unless RxPrep provides a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site after such posting constitutes your consent to be bound by the Terms, as amended.

2. **License.** RxPrep grants you a non-exclusive and non-transferable license to use the RxPrep Site. You may not download to hard copy individual pages of the site for your personal reference. The videos and test banks are available on portable devices for viewing and test taking purposes only. The Information contained on the Site may not be transferred to, shared with or disseminated with anyone for any purpose, including for personal profit, to facilitate unfair competition with the RxPrep Site, or for any purpose that is inappropriate or unlawful under applicable United States or international law or otherwise in violation of these Terms. RxPrep reserves all rights, including but not limited to, intellectual property rights not expressly granted to you. The license is for your individual use only and cannot be sold or transferred unless separately, and explicitly authorized in writing by RxPrep. Further, you may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, modify, create derivative works, store or time-share the RxPrep Site, any part thereof, or any of the Information received or accessed therefrom, to or through any other person or entity.

3. **Restrictions.** Notwithstanding the foregoing, you may not resell, redistribute, broadcast or transfer the Information, or use the Information in a searchable, machine-readable database or file except through authorized access to the RxPrep Site. Unauthorized access to the Site is strictly prohibited. You agree to use the Site and Information for lawful purposes only. You agree not to post or transmit any information through the RxPrep Site which (i) infringes the rights of others or violates their privacy or publicity rights, (ii) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent

or otherwise objectionable, (iii) is protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right, (iv) contains unauthorized or malicious software such as viruses. You shall be solely liable for any damages resulting from your infringement of any copyright, trademark or other proprietary right, or any other harm caused by your use of the RxPrep Site or Information.

4. **Reporting Violations.** Any unauthorized usage by and/or resulting from you or your actions will be reported to your school (if applicable) and/or to the state board for licensed personnel (if applicable). If RxPrep has found that passcodes have been shared with anyone else the access will be revoked effective immediately and no reimbursement will be made.

5. **Disruption of Service.** If you are unable to continue your studies on either the test bank or online course access and notify the office by email at support@rxprep.com we will stop the service. We are not able to credit back or extend online access that has not been used retrospectively; thus, please notify us at the time that your studies are interrupted. If your studies have been interrupted, please contact support@rxprep.com to place your account on hold. You may place your account on hold a maximum of two (2) times. Service will be reinstated with the same number of days remaining when you notify the office by email at a later date.

6. **Clinical Support.** Students with a current Online Course subscription have access to clinical support, up to 5 questions, per calendar month, for the NAPLEX Online Course as well as the MPJE and CPJE Online Courses. Please note that clinical support is not provided for states or U.S. territories beyond the two state-specific supplements provided with each purchase of the MPJE Online Course. Students will have responses from pharmacists via email, or by phone, at the discretion of the instructor. Email responses are used as the sole means of response between March 1 – June 30th each year. If a student with clinical support will be needing assistance throughout the day, the student should collect the questions and send one email at the end of the day. This will enable the pharmacists to respond to all requests in a timely manner.

7. **User Security Obligations.** You agree to make reasonable efforts to ensure that no one other than you, (the "Authorized User") obtains access, electronically or otherwise, to this site with your login credentials. In the event that you have reason to believe that someone has obtained unauthorized access to this site, you agree (i) to notify RxPrep at support@rxprep.com within 24 hours of all information in your possession regarding such potential unauthorized access, (ii) to take reasonable action to resolve the unauthorized access, and (iii) to cooperate with RxPrep in eliminating the unauthorized access. Your liability for unauthorized access is limited so long as you, the Authorized User, has not willfully breached the limitations on your license.

8. **Termination.** Subject to the foregoing, your license to use the Site will continue for the term of your subscription, provided that you have complied with these Terms. Note that access expires when the day begins; for example, if access expires on March 15, 2019 the

access ends after midnight on March 14, 2019. RxPrep reserves the right to terminate, restrict, or suspend your access to the Site at its discretion upon written notice, as provided herein. RxPrep reserves the right, at its sole discretion to tender a prorated refund of any fees paid for the license. Upon any termination, RxPrep may immediately deactivate your account and all related information and/or bar any further access to your account information and the Site.

9. **Modification of Subscription.** You may change your 12-month online course subscription to the shorter, 6-month access, within 30 days of your purchase. At such time, a $200 credit will be applied to the credit card on file. The duration of access to the test bank questions without the videos, of either reductions or extensions, cannot be changed retroactively.

10. **Refunds**
Course Book. NAPLEX Course Books are eligible for return if these criteria are met:
    - The Course Book is brand-new and untouched.
    - Purchase of the Course Book was made within 30 days of the refund request.

Purchases made through the RxPrep website
All requests for Course Book returns must first be sent to RxPrep Support at support@rxprep.com, or by clicking the "Contact Us" tab on the RxPrep website. A customer support specialist will review your request, and if the criteria have been met, return instructions will be provided.

Refunds are processed when the NAPLEX Course Book has been received at the office.

Please note: all RxPrep Course Books are packaged and distributed by Amazon. **If the Course Book was ordered on the RxPrep website, do not return it to Amazon.** Course Books ordered through the RxPrep website must be shipped to the RxPrep office. We are not able to process refunds for Course Books that are returned to Amazon.

Purchases made through Amazon.com
If the Course Book was purchased through Amazon, please log into your Amazon account to request a refund authorization.

Please note: if you are not sure where to return your Course Book, please check your original receipt to see if your purchase was made through Amazon or the RxPrep website.

Course Books obtained through a school, an employer, or a group organization
If you need to return a Course Book received from your school, employer or group organization, please contact them directly.

Online Course. Refunds for Online Courses can be requested within 10 days of purchase and if records show that the account has not been accessed. A refund is deemed ineligible

if our records indicate that the user has accessed more than one online Video Lecture or has attempted any of the Test Banks. A 10% administrative cost is deducted with the Online Course refund.

NAPLEX Online Course
If the NAPLEX Course Book and Online Course were purchased as a bundle, and the Course Book is in brand new and untouched condition, the NAPLEX Course Book can be returned for a refund. Otherwise, the cost of the NAPLEX Course Book ($188) will be deducted from the refund total of the NAPLEX Online Course.

CPJE and MPJE Online Courses
If the CPJE or MPJE Course Manual is in brand new and untouched condition, the Course Manual can be returned for a refund. Otherwise, the cost of the CPJE and/or MPJE Course Manual ($24.50) will be deducted from the refund total of the CPJE and/or MPJE Online Course.

If the NAPLEX Course Book, CPJE or MPJE Course Manual are being returned, refunds will be processed once we have received the hardcopy product back in our office and verified that they are in new, untouched condition.

Transfers to anyone or sharing access will result in the account being locked and disabled, with no refund for time remaining.

Test Bank. Test Banks bought individually are non-refundable and are not eligible for access extensions or transfers to other students. Please choose your access period carefully as the price is not much higher to select a longer access period.
Transfers to anyone or sharing access will result in the account being locked and disabled, with no refund for time remaining.

Exception: if the NAPLEX Online Course is purchased within 30 days of the Test Bank purchase, the full cost of the Test Bank will be refunded. If the NAPLEX Online Course is purchased after 30 days from the Test Bank purchase, a prorated refund for the remaining number of days on the Test Bank will be provided.

If the NAPLEX Online Course is purchased after the Test Bank has been purchased, please email support@rxprep.com or click the "Contact Us" tab on the RxPrep website.

State-Specific Supplements. State-specific supplements purchased beyond the 2 states provided with each MPJE Online Course purchase are not eligible for returns, refunds or exchanges.

11. **Eligibility; Registration Information and Password; Site Access.**

    a. **Eligibility Criteria.** The availability of all or part of our Site may be limited based on geographic location, or other criteria as RxPrep may establish from time to time. You understand and agree RxPrep may disallow you from

subscribing to RxPrep or may terminate your subscription at any time based on these criteria. For example, you must be 18 years of age or older to use this Site or to purchase an RxPrep subscription. BY USING THE SITE, YOU REPRESENT THAT YOU ARE A RESIDENT OF THE UNITED STATES, THAT YOU ARE AT LEAST 18 YEARS OLD. THOSE WHO CHOOSE TO ACCESS THE SITE DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL RULES INCLUDING WITHOUT LIMITATION, RULES ABOUT THE INTERNET, DATA, EMAIL OR OTHER ELECTRONIC MESSAGES, OR PRIVACY.

b. Account Information. You agree that the information you provide to RxPrep at registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account.

12. **Privacy and Consent to Share Certain Information.** The RxPrep Privacy Policy is hereby incorporated into these Terms by reference. When you access content on the Site, we collect information, including, but not limited to, information about the practice tests completed, progression through RxPrep material, and lectures you have watched. Information concerning your usage of our site and your progress using our study materials ("User Performance Information") may be disclosed to third parties such as educational institutions, professors, and product development partners for a variety of purposes, including, monitoring and analyzing practice test responses, and the development of new products and services. To the extent an educational institution (e.g., your school) collects and maintains User Performance Information, that information may be considered an educational record under the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. If so, you may have certain rights of access and confidentiality to those educational records, if any, as a student of that institution. By accessing and using RxPrep services, you consent to allow free exchange of User Performance Information between RxPrep and your educational institution. Please see the Privacy Policy, available on the RxPrep website, for more information.

13. **Ownership; Proprietary Rights.** The RxPrep website is owned and operated by RxPrep. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by RxPrep ("Materials") are protected by the copyright, trade dress, patent, and trademark laws of the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Site are the copyrighted property of RxPrep or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to RxPrep or its affiliates and/or third-party licensors. Except as expressly authorized by RxPrep, you agree not to

sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

14. **Notice.** Except as explicitly stated otherwise, legal notices will be served, with respect to RxPrep, on RxPrep's registered agent, and, with respect to you, to the email address you provide to RxPrep during the registration process. Notice will be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, RxPrep may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given upon documented delivery.

15. **Copyright, Patent and Trademark Notice.** Copyright 2014-2018 RxPrep, Inc. All rights reserved. The RxPrep Site and Information is the valuable, exclusive property of RxPrep or its licensors and nothing in these Terms and Conditions shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright laws. Except as expressly permitted in these Terms and Conditions, you may not copy, adapt, distribute, commercially exploit, or publicly display the Information or any portion thereof in any manner whatsoever without RxPrep's prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Information. RxPrep, and its associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of RxPrep, Inc. All other product names and company logos mentioned on the RxPrep Site or Information are trademarks of their respective owners.

16. **Electronic Signatures and Agreements.** Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY RXPREP. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

17. **Disclaimers.** To the fullest extent permissible pursuant to applicable law, your use of RxPrep products and services is solely at your own risk. In no event shall RxPrep be liable for any act, error, or omission by you, including without limitation, any which arises out of or is in any way connected to a User's use of a video, service or product made available through the Site. You acknowledge and agree that no warranties of any kind are made with respect to the RxPrep Site, RxPrep App, and other sites. Furthermore, you acknowledge that the Information and links provided through the RxPrep Site are compiled from sources that are generally beyond the control of RxPrep. Though such

Information is recognized to be generally reliable, you acknowledge that inaccuracies may occur, and that RxPrep and its licensors do not warrant the accuracy or suitability of the Information.

FOR THIS REASON, YOU ACKNOWLEDGE THAT THE RXPREP SITE AND INFORMATION ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. RXPREP DOES NOT WARRANT THAT THE RXPREP SITE WILL MEET YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE UNINTERRUPTED OR ERROR FREE. RXPREP EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RXPREP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE RXPREP SITE AND RXPREP APP, AND/OR RXPREP INFORMATION, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. UNDER THESE TERMS AND CONDITIONS, YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE RXPREP SITE AND INFORMATION, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU HEREBY ASSUME ALL RESPONSIBILITY, BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

18. **Warranties.** The Site and any downloadable software, content, services, or applications made in conjunction with certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the disclaimers, exclusions, or limitations set forth in these terms might not apply to you, and you may have additional rights.

19. **Liability.** Any liability of the University to RxPrep and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

20. **Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES WILL UNIVERSITY, RXPREP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, RXPREP'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, Tenn. Code Ann. § 12-3-701, et seq. RXPREP'S LIABILITY TO YOU IS LIMITED TO ONE TIME THE VALUE OF THIS AGREEMENT. IN NO EVENT WILL THE LIABILITY OF RXPREP BE LIMITED FOR INTENTIONAL TORTS, CRIMINAL ACTS, FRAUDULENT CONDUCT, OR ACTS OR OMISSIONS THAT RESULT IN PERSONAL INJURIES OR DEATH. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER RXPREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

22. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to any person or circumstance is to any extent held to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

23. **Assignment.** With written notice to you, RxPrep may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns, and licensees.

24. **Entire Agreement.** These Terms and any applicable Additional Terms, as each may be amended as set forth herein, are the entire agreement between you and RxPrep relating to the subject matter herein. In the event RxPrep enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees, such agreements shall be null, void, and without effect, and the terms of this Agreement shall apply.

25. **Waiver.** No waiver of any of these Terms by RxPrep is binding unless authorized in writing by an executive officer of RxPrep. In the event that RxPrep waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of RxPrep to enforce the same at a later time.

26. **Miscellaneous**.

a. Tax Registration. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, RxPrep hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Agreement.

b. Illegal Immigrant Attestation. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, RxPrep hereby

attests that it shall not knowingly utilize the services of an illegal immigrant in the performances of this Agreement and shall not knowingly utilize the services of any subcontractor who utilizes the services of an illegal immigrant in the United States in the performance of the Agreement.

c. Audit. RxPrep shall maintain documentation for all charges against the University under this Agreement. The books, records and documents of RxPrep, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon 30 days' notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. Such audits may occur for up to 3 business days and will not unreasonably interfere with RxPrep's day-to-day business operations. These records shall be maintained in accordance with generally accepted accounting principles.

d. Iran Divestment Certification. RxPrep certifies, under penalty of perjury, that to the best of its knowledge and belief RxPrep is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 (Iran Divestment Act). RxPrep further certifies that it shall not knowingly utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523
*Presenter's name(s):	Anthony A. Ferrara		
Edison Contract Number: *(if applicable)*		RFS Number: *(if applicable)*	
*Original or Proposed Contract Begin Date:	09/01/2020	*Current or Proposed End Date:	08/31/2023
Current Request Amendment Number: *(if applicable)*			
Proposed Amendment Effective Date: *(if applicable)*			
*Department Submitting:	University of Tennessee		
*Division:	Health Science Center		
*Date Submitted:	June 30, 2020		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	RxPrep, Inc		
*Current or Proposed Maximum Liability:	$386,650		
*Estimated Total Spend for Commodities:	$		

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2021	FY: 2022	FY: 2023	FY:	FY:	FY
$ 128,883.33	$128,883.33	$128,883.34	$		$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY:2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY
$77,543.24	$87,450.00	$89,606.17	$105,491.37	$85,800.00	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
Interdepartmental:		*Other*:	$386,650
If "*other*" please define:		Funds will be paid from student fees	
If "*interdepartmental*" please define:			

Dates of All Previous Amendments or Revisions: *(if applicable)*	Brief Description of Actions in Previous Amendments or Revisions: *(if applicable)*

Method of Original Award: *(if applicable)*	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	RxPrep provides custom tailored review programs for colleges and universities looking to complement their curriculum and help students prepare for the NAPLEX exam. Content is accurate, up-to-date, and comprehensive with course material that is continuously reviewed and revised. RxPrep understand our needs, specification and have the qualification needed for our organization. Comparative companies were evaluated but RxPrep is the only company that can meet the specific needs of the College of Pharmacy program.

Vendor #	Vendor Name	FY	FI doc.#	DT	¤	Amount	Post Date	G/L	Fund	PM-Doc	Check #	Reference	Assignment #	Rev Doc#	Rev. Yr	PrYr
1134653	RXPREP INC	2016	2403975232	ZZ		76,000.00	02/17/2016	437500	E073606	A		20128	8500049728			
	RXPREP INC		2404015124	ZZ		1,543.24	06/02/2016	437500	E073606	A		20178	8500049728			
1134653					•	**77,543.24**										
		2016			• •	**77,543.24**										
					• • •	**77,543.24**										

Vendor #	Vendor Name	FY	FI doc.#	DT	¤	Amount	Post Date	G/L	Fund	PM-Doc	Check #	Reference	Assignment #	Rev Doc#	Rev. Yr	PrYr
1134653	RXPREP INC	2017	2404103268	ZZ		87,450.00	07/18/2016	437500	E073606	A		20187	8500053478			
1134653					•	**87,450.00**										
		2017			• •	**87,450.00**										
					• • •	**87,450.00**										

Vendor #	Vendor Name	FY	FI doc.#	DT	¤	Amount	Post Date	G/L	Fund	PM-Doc	Check #	Reference	Assignment #	Rev Doc#	Rev. Yr	PrYr
Vendor #	RXPREP INC	2018	2404323320	ZZ		1,057.20	10/01/2017	437500	E073606001	A		20313	8500053478			
	RXPREP INC		2404336952	ZZ		87,450.00	10/30/2017	437500	E073606001	A		20367	8500053478			
	RXPREP INC		2404408797	ZZ		1,098.97	06/01/2018	437500	E073606003	A		20448	9500065624			
1134653					•	**89,606.17**										
		2018			• •	**89,606.17**										
					• • •	**89,606.17**										

Vendor #	Vendor Name	FY	FI doc.#	DT	¤	Amount	Post Date	G/L	Fund	PM-Doc	Check #	Reference	Assignment #	Rev Doc#	Rev. Yr	PrYr
1134653 Vendor #	RXPREP INC	2019	2404506573	ZZ		104,018.00	07/30/2018	437500	E073606003	A		20500	9500065624			
	RXPREP INC		2404628735	ZZ		1,473.37	06/30/2019	437500	E073606003	A		20648	9500065624			
1134653					•	**105,491.37**										
		2019			• •	**105,491.37**										
					• • •	**105,491.37**										

Vendor #	Vendor Name	FY	FI doc.#	DT	¤	Amount	Post Date	G/L	Fund	PM-Doc	Check #	Reference	Assignment #	Rev Doc#	Rev. Yr	PrYr
1134653	RXPREP INC	2020	2404741958	ZZ		85,800.00	10/30/2019	437500	E073606003	A		20726	9500065624			
1134653					•	**85,800.00**										
		2020			• •	**85,800.00**										
					• • •	**85,800.00**										

8500053478

RxPrep

1334 Parkview Ave, Suite 100
Manhattan Beach, CA 90266
Email: instructors@rxprep.com
877.544.8800

RxPrep, Inc. & University of Tennessee on behalf of its College of Pharmacy (U of TN COP)

PHARMACY LICENSING REVIEW COURSE CONTRACT

1. The arrangements below will remain as stated for the contract period, unless changes are agreed to, in writing, by both parties.
2. All course material provided by RxPrep is copyrighted and cannot be reproduced.

July 15, 2016 – August 31, 2017

- RxPrep NAPLEX Online review course access includes the video lectures and test bank access to be effective from July 15, 2016-August 1, 2017 for the Class of 2017. The 2016 and the 2017 RxPrep Course Books will be included in the total cost of the program. Any additional time needed on the test bank or videos beyond 8/1/17 will need to be purchased by the student from the RxPrep website.
- RxPrep MPJE Online course access includes the videos lectures and test bank access to be effective from March 1, 2017 – August 31, 2017 for the Class of 2017. The MPJE booklet is included in the total cost.
- One 3-day live review course to be held in May 2017 in Memphis, Tennessee. The live course is 7.5 hours/day and will include pharmacotherapy of select common chronic conditions, calculations, acute conditions & OTC topics. Select foundation topics, as outlined on the NAPLEX blueprint, will be covered with an emphasis on revision to board testing format. MPJE and Tennessee state law will be covered.
- The cost per student for all of the above is $550.
- U of TN COP to provide reimbursement for economy round-trip airfare, local hotel, and transportation for one instructor, paid in accordance to U of TN COP travel regulations, http://treasurer.tennessee.edu/travel/. Further, RxPrep shall provide itemized receipts for all travel-related expenses. U of TN COP will not reimburse RxPrep for any travel-related expenses that lack an itemized receipt. The travel expenses will not exceed $2,000. If an additional instructor is needed, due to RxPrep's teaching schedule, RxPrep will cover the additional airfare, hotel, transportation, and all other associated costs.
- Test bank assessment with analytics is available to the College at no additional cost. Cumulative comprehensive area exams are available at no additional cost.
- U of TN COP to provide RxPrep an Excel spreadsheet with the U of TN COP Class of 2017 student's first name, last name and email address for set up of student accounts by July 1, 2016. All P4 students to be uploaded to the website at once. If additional students are added at a separate time, there is a 15% surcharge for each student added at a later date.
- Each student will provide their mailing address for course texts to RxPrep upon checkout on the website.
- Student questions will be answered via email or phone, as needed, for the duration of the contract period.
- RxPrep will not provide refunds for previous purchases if outside of our refund policy posted on our website (see Addendum).
- If the website/testing functions/online access is not functioning adequately due to internet or other IT issues beyond the control of RxPrep, compensation will not be provided in terms of materials or financial reimbursements or credits. RxPrep has tech support available around the clock and will be available to assist with any technical issues as soon as is possible that are within our ability to resolve.
- RxPrep encourages U of TN COP to instruct students to follow the instructions under the "Announcement" tab on the RxPrep website to master the material well prior to sitting for licensure. This is viewable under the student's dashboard page.
- U of TN COP to arrange teaching location, including lapel microphone and document camera device (or similar).
- Please notify RxPrep as soon as possible if the time frame will need to be different than our usual 8AM-5PM (includes lunch & several breaks).
- Each student will need the current course text, highlighter, pen/pencil, and basic calculator for the live review program.
- The live review program is only for UTHSC Class of 2017 students. With the Dean's permission, outside students may attend as long as the minimal charge of $550 is met and any additional amount charged is split 50/50 with RxPrep.
  - In compliance with the requirements of Tenn. Code Ann. § 12-3-309, RxPrep hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
- RxPrep must register with, or receive an exemption from, the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement. RxPrep shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the RxPrep, or the RxPrep's subcontractor.

RxPrep

1334 Parkview Ave, Suite 100
Manhattan Beach, CA 90266
Email: instructors@rxprep.com
877.544.8800

Your signature below indicates agreement with the conditions above.

For RxPrep, Inc.

Sherry Brown — Printed name
Sherry Brown — Signature
6-10-16 — Date

For University of Tennessee on Behalf of Its College of Pharmacy

DocuSigned by:
550C4C4666074CE

Printed name Anthony A. Ferrara
Vice Chancellor
Chief Financial Officer
Signature
6/21/2016 | 11:41:10 AM CDT
Date

PLEASE SIGN AND SCAN OR FAX TO DR. SHERRY BROWN AT 858-461-0565 OR DRSBROWN@RXPREP.COM.
*Invoice sent to school once textbooks have been sent and/or online course access has been provided. Payment is due within 45 days.

Addendum – RxPrep's Return Policy (as of 6/9/16)

Course Book

No returns accepted on course books that are not in the brand new, untouched condition in which they arrived. If the box has been opened, do not remove any packaging that exists around the book if you wish to return it for a credit. If the purchase was made through Amazon.com please log into your Amazon account to request a refund authorization. If the purchase was made through the RxPrep website the text can be returned if within 30 days of purchase AND if the package is unopened. Write your name and order # with a Sharpie marker on the outside of the box and send to our office at: RxPrep, 1334 Parkview Ave, Suite 100, Manhattan Beach, CA 90266. Notify us by email by clicking on "CONTACT" at the website to inform us that the book is being returned. We are not able to refund books ordered at the RxPrep website which have been returned to the Amazon fulfillment center.

Online Course

Refunds can be requested within 10 days of purchase and if log-in records indicate that the user has not accessed more than one online lecture. If the text is unopened it can be returned for a refund; otherwise the cost of the text ($168) is deducted from the course cost. A 10% administrative cost is deducted with any online course refund.

Test

If the online course is purchased after the test has been purchased, please send us a message by clicking on the "CONTACT" tab at the RxPrep website. If the online course is purchased within 30 days of the test purchase the cost of the test in-full will be reimbursed. If greater than 30 days since the test was purchased at the time the online course is purchased the time remaining on the test will be reimbursed. Test purchases bought as independent items are not reimbursable.
Course books obtained through a school, from an employer or through a group organization cannot be returned to RxPrep for a refund. If you need to return a text received from your school or employer, please contact them directly. Test banks bought individually are not refundable and cannot be extended; please choose your access period carefully as the price is not much higher to select a longer access period.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This Amendment is to the Contract between the University of Tennessee ("University") and RxPrep, Inc. ("Contractor"), which Contract was entered into on July 15, 2016 (UT Contract #8500053478).

This Contract Amendment consists of this cover page and 1 additional page.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. Increase the Contractor's maximum liability from $89,450 to $383,650 for the RxPrep NAPLEX course and MPJE review course; online video lectures and test bank access for both NAPLEX and MPJE.

2. Extend the contract end date from August 31, 2017 to August 31, 2020.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract Amendment executed by their duly authorized representatives.

FOR CONTRACTOR:
ADDRESS:
RxPrep, Inc
1334 Parkview Ave, Suite 100
Manhattan Beach, CA 90266

PHONE: 877-545-8800, ext. 0

FEDERAL ID #: 77-0674067

Karen Shapiro
Name: Karen Shapiro

Title: CEO

9/26/2017
Date

FOR UNIVERSITY:
DEPARTMENT NAME:
UT College of Pharmacy

RESPONSIBLE ACCOUNT:
E073606

DocuSigned by
David L. Miller
David L. Miller
Chief Financial Officer

9/26/2017 | 3:10:40 PM CDT
Date

DocuSign Envelope ID: 506CED05-898D-470C-BFBE-AFCC9909BB5C

RxPrep

www.rxprep.com
1334 Parkview Ave., Suite 100
Manhattan Beach, CA 90266

instructors@rxprep.com/877-545-8800

University of Tennessee/RxPrep Pharmacy Review Course Contract

COURSE CONTENT AND REQUIREMENTS: July 1, 2017 – August 31, 2020

Online NAPLEX Course: Access is provided for RxPrep's online NAPLEX review course, which includes the Video Lectures, Test Banks and Course Books, from 7/1/17-8/31/18 for the Class of 2018, 7/1/18-8/31/19 for the Class of 2019, and 7/1/19-8/31/20 for the Class of 2020.

- Clinical support provided to the students, as needed, for the duration of the contract period.
- Test Bank assessment with analytics, cumulative exams and pre- and post-tests are available to the college at no additional cost.
- University of Tennessee to provide RxPrep an Excel spreadsheet by June 1st of each year of the three year contract with 3 columns:
  - Student LAST NAME, FIRST NAME, and EMAIL.

Online MPJE Course: Access is provided for RxPrep's online MPJE review course, which includes the Video Lectures, Test Banks and Course Manual, 3/1/18-8/31/18 for the Class of 2018, 3/1/19-8/31/19 for the Class of 2019, and 3/1/20-8/31/20 for the Class of 2020.

Live Course Program: One 3-day live review course to be held in Memphis, Tennessee on April 30-May 2, 2018. Live review course dates for the Class of 2019 and the Class of 2020 are TBA. The live course is 7.5 hours/day with 1-hour lunch and 2 short breaks. Select foundation topics, as outlined on the NAPLEX blueprint, will be covered with an emphasis on revision to board testing format. MPJE and Tennessee state law will be covered on the last day of the review.

- University of Tennessee to provide reimbursement for economy round-trip airfare, local hotel, and transportation for one instructor. The travel expenses will not exceed $2,000 each year.

Site and equipment requirements for live review programs:

- Each student will need the current RxPrep Course Book, highlighter, pen/pencil and calculator.
- University of Tennessee to arrange the teaching site, including a lapel microphone and document camera device (orsimilar).

PRICING

Online NAPLEX and MPJE review courses and 3-day live course is $550/student. Students will receive the current NAPLEX Course Book in July and will receive one updated NAPLEX Course Book when released. Access after the contract end-date will need to be purchased by the student. Two copies of the Course Book and the MPJE Course Manual will be provided to faculty, at no cost each year of the contract. Additional Course Book copies for faculty can be purchased at the discounted rate of $68.

Students under this contract will be able to purchase the RxPrep California Law Review Course (CPJE) at a University of Tennessee-discounted rate of $85 (reduced from $185). There is no additional cost to the college.

TERMS AND CONDITIONS

Invoice sent to University of Tennessee once Course Books have been sent and/or online course access has been provided each year. With a multi-year contract, the costs will remain as-stated unless the CPI (official US government-reported inflation rate) exceeds 10%. In that event or in the event that first time NAPLEX rates drop below 90% for UTHSC, the contract prices will be null and void and a new contract will need to be negotiated. RxPrep to provide assistance on implementing RxPrep assessment exams into the last year of the PharmD program in order to assure high score pass rates.

RxPrep will not provide refunds to previous purchases made directly by any student if outside of the refund policy stated on the RxPrep website. Please consider informing the students in the fall that University of Tennessee is providing RxPrep review material. Please review the Terms and Conditions on the RxPrep website. RxPrep responds to internet/website issues quickly; RxPrep is not held responsible for internet connectivity or website issues outside of our direct control.

SIGNATURES

Your signature below indicates agreement with the conditions above.

For RxPrep

Karen Shapiro	Karen Shapiro	5/26/17
Printed name	Signature	Date

For University of Tennessee on Behalf of its College of Pharmacy

	David L. Miller	9/26/2017 | 3:10:40 PM CDT
Printed name David L. Miller/Chief Financial Officer	Signature	Date