



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, President Alston exercised the authority delegated by the Board to execute the amendment to the software license agreement with Lumis Corp required to operate healthcare simulation.

Estimated Contract Spend Amount: \$13,000.00, Estimated Cumulative Amount: \$48,000.00, Estimated Contract Revenue: \$55,000.00 Funding Source:

Presenter(s): Steven Tinsley, Vice President of Workforce Education and Strategic Partnerships

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. This agreement is to renew Lumis-Insight fully immersive augmented reality (AR) software for healthcare simulation. This fully immersive augmented reality (AR) experience allows students to practice patient care in a zero-risk environment, reducing the frequency of medical errors in a real healthcare setting. The platform allows expansion of existing infrastructure to scale post-licensure healthcare programs.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver. There was not a solicitation method used as the software is specific for the hardware previously purchased under the original agreement.

The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers. In the original agreement, various demonstrations of products and services were done. Three quotes were requested, however this is the only portable Healthcare Hands-Free Projection system with a comprehensive cloud-based software suite with custom peripherals available.

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. The immersive and realistic user experience, enhanced by advanced patient care simulation skills, prepares students for in-person clinical training and equips them with essential healthcare skills. This training fosters procedural competence through virtual patient interactions and measured assessments.

(B) How does the purchase support the Strategic Business Plan. This directly feeds into the Social Enterprise strategy:

1. Empower Student Development, as it provides the learner with a customized learning experience which was designed based on student and community (partners) needs.
2. Answer the Call for Health Care Professionals, as we address community healthcare needs by preparing students for work in community healthcare organizations.
3. The fuel for our strategy: Financial Innovation (revenue generation program)

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers. In the original agreement, various demonstrations of products and services were done. Three quotes were requested,

however this is the only portable Healthcare Hands-Free Projection system with a comprehensive cloud-based software suite with custom peripherals available. There was not a solicitation method used as the software is specific for the hardware previously purchased under the original agreement.

(D) If a competitive solicitation process was conducted by the College, describe the process. Not applicable.

This Executive Summary is approved by:

Steven Tinsley
Vice President of Workforce Education and Strategic Partnerships

**AMENDMENT ONE
TO THE LUMIS SALES AGREEMENT DATED FEBRUARY 20, 2024**

THIS AMENDMENT ONE is made as of this 12th day of February 2025, by and between The District Board of Trustees of Broward College, Florida (“College”), and Lumis Corp., located at 5001 Baum Blvd., Suite 434, Pittsburgh, PA 15213 (“Vendor”).

WHEREAS, College and Vendor entered into that certain Agreement dated February 20, 2024 (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments. The following amendments are made to the Agreement:

Term. The Term begins on February 21, 2025 and ends on February 20, 2026.

2. Conflict. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

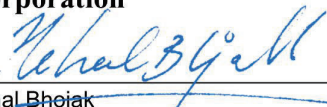
3. Capitalized Terms. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed to them in the Agreement.

4. Exhibits. The following exhibits attached hereto are incorporated herein by reference:

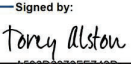
- a. Exhibit A – Lumis InSight Platform – Software License Renewal Quote dated January 24, 2024.
- b. Exhibit B – Broward College Supplemental Addendum – Software signed by Lumis Corp. on January 13, 2025.

IN WITNESS WHEREOF, the parties have entered into this Amendment effective as of the date first written above.

Lumis Corporation

By: 
 Name: Nehal Bhojak
 Title: President & CEO
 Date: 2/12/2025

The District Board of Trustees of Broward College, Florida

Signed by:
 By: 
 Name: Torey Alston
 Title: College President
 Date: 2/28/2025





Lumis InSight Platform - Software License Renewal
Quote for Broward College -Jan 24, 2024

Solution Area	Unit Cost	Number of Units	Term	Discount	Total
1) Software License Renewal					
Includes	Unit Cost	Number of Units	Payment Term	Discount	Total
Institutional Software License	\$5,500	1	1 year license	N/A	\$5,500
User Licenses (for Faculty & Instructors) <i>Tier 5 - 150 user accounts</i>	\$50	150	1 year license	N/A	\$7,500
Faculty Group Orientation - 1 pre-scheduled webinar per semester	\$0	N/A	N/A	N/A	\$0
Standard Utilization Reports	\$0	N/A	N/A	N/A	\$0
Automatic Software Updates	\$0	N/A	N/A	N/A	\$0
Support Tier 1 - 15 hours of support (email) - 24 hour turnaround time	\$0	N/A	N/A	N/A	\$0
					\$13,000
1 YEAR SOFTWARE LICENCE RENEWAL TOTAL:					\$13,000

Notes:

- 1) This quote is valid till February 21, 2025. It does NOT constitute a legally binding contract. A separate P.O. will need to be issued along with an amendment to the originally executed sales agreement. This is just an exhibit to be included with other legal purchasing documents, including a P.O.**
- 2) Prices do NOT include sales, excise, and other similar taxes, duties, and charges and are subject to change if P.O. is not issued BEFORE the renewal date of February 21, 2025**
- 3) A 1.5% monthly service charge will be added if renewal fees are not paid on or before the renewal date.**
- 4) The quote does NOT include any pricing for the physical system components such as the AR Unit, Smart Peripherals, Shipping or OEM warranty.**
- 5) This quote is subject to the terms of Contract No-2024-122 - -CR between Lumis Corp and Broward College.**



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Intentionally omitted.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification.
7.1 Subject to sections 7.3 and 7.4 below, if a third party makes a claim against either BC or Vendor that

any information, design, specification, instruction, product, service, software, data, hardware, or material (collectively, "Material") furnished by one party ("Provider") to the other ("Recipient") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: ((a)) notifies the Provider promptly in writing, not later than fifteen (15) business days after the Recipient receives notice of the claim (or sooner if required by applicable law); ((b)) gives the Provider sole control of the defense and any settlement negotiations; and ((c)) gives the Provider the information, authority and assistance the Provider reasonably needs to defend against or settle the claim.

7.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, the Provider may end the license or other agreement for, and require return of, the applicable Material and, if Vendor is the Provider of infringing Material, any unused, prepaid support or subscription fees BC has paid to Vendor for the license or purchase of the infringing Material, and in the case of hardware, refund the hardware's net book value. If such return materially affects Vendor's ability to meet its obligations under the relevant agreement, then Vendor may, at its option and upon thirty (30) days' prior written notice, terminate the agreement without further liability to BC.

7.3 The Provider shall have no obligation to indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the



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license to use that Material. Vendor shall not indemnify BC for such portion of an infringement claim that is based upon the combination of any Material with any products or services provided by or on behalf of or at the direction of BC. Vendor shall not indemnify BC for infringement caused by BC's actions against any third party if the Material as delivered to BC and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

7.4 This Section 7 provides each party's exclusive remedy for any infringement claims or damages.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Associate VP, Workforce & Continuing Education, or that position's designee, and in the case of the other party, permission must be granted by its President & CEO or that position's designee. Notwithstanding the foregoing, Vendor may identify BC as a customer of Vendor on its website and via social media and other marketing channels.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement and as otherwise set forth in the Lumis Insight Platform Software License Agreement (the "Software License Agreement"). Without limitation of the foregoing, Vendor shall not give any third-party access to BC Data without BC's

written permission except as expressly authorized in the Software License Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf or as otherwise set for the in the Software License Agreement. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may, in accordance with the provisions of Section 1(a) of the Software License Agreement, terminate the Agreement upon thirty (30) 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. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of



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the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

17. Vendor's Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida 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"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

18. Vendor's Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF





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CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

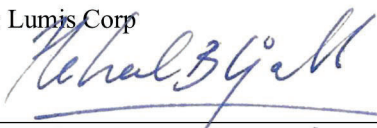
19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; and (iii) attorneys' or collection-fees provisions.

20. Mutual Confidentiality Obligations. The parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information is limited to (a) the terms and pricing under this Agreement, (b) all information clearly identified as confidential at the time of disclosure, (c) all information identified as "confidential information" under this Agreement or separate agreement of the parties, and (d) licensed software, documentation, and product specifications. A party's Confidential Information does not include information that: (i) is or becomes generally publicly available through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a

third party without restriction on disclosure; or (iv) is independently developed by the other party, as demonstrated by the other party's written evidence. During the term of the Agreement and for five (5) years thereafter, neither party shall disclose the other party's Confidential information to any third party other than, on a need-to-know basis in connection with the Agreement, to those employees, officers, directors, agents or subcontractors ("Representatives") who are required to protect it against unauthorized use and disclosure in a manner no less protective than under the Agreement. The receiving party shall be responsible for any breach of this Section 20 caused by any of its Representatives. Nothing will prevent either party from disclosing Confidential Information in any legal proceeding or disclosing the Confidential Information to a governmental entity or otherwise as required by law; provided, however, that the receiving party shall first have given prompt notice to the disclosing party in order to provide the disclosing party with the opportunity to protect its Confidential Information. The receiving party shall reasonably cooperate with any such efforts by the disclosing party. In the event the receiving party is compelled to disclose the Confidential Information of the disclosing party, the receiving party shall furnish only that portion of the Confidential Information which the receiving party is legally required to disclose. At any time during or after the term of the Agreement, at the disclosing party's written request, the receiving party and its Representatives shall promptly return or destroy the Confidential Information including copies that it has received under this Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Lumis Corp

By: 

Name: Nehal J. Bhojak

Title: President & CEO

Date: 1/13/2025

