



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute an amendment to extend the contract with Assessment Technologies Institute LLC dba ATI for provide NCLEX Predictor Testing and Live Review Solution services by using a bid-waiver educational materials and supplies. Fiscal Impact: \$33,614.00 (Cumulative \$283,614.00)**

**Presenter(s):** Jamonica Rolle, Vice Provost, Academic Affairs

**What is the purpose of this contract and why is it needed?** Assessment Technologies Institute LLC dba ATI provides an NCLEX Predictor Testing and Live Review Solution. This is amendment to the prior contract between the College and ATI. The Board of Trustees recently approved a new contract with ATI for the use of NCLEX testing services for 3 years. However, the vendor and the College's legal department need to settle terms and condition in the new contract. To ensure access upcoming required exams, the legal office authorized a 1 month extension of the previously approved agreement between the College and ATI at the pricing set forth in the new contract documents approved by the Board of Trustees.

**What procurement process or bid waiver was used and why?** A bid waiver was selected for educational materials. This amendment is to continue from the previously approved MT 11029.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Yes

**What fund, cost center and line item(s) were used?** FD101; CC0205; 65000:Professional Fees.

**Has Broward College used this vendor before for these products or services?** Yes

**Was the product or service acceptable in the past?** Yes

**Was there a return on investment anticipated when entering this contract?** Yes

**Was that return on investment not met, met, or exceeded and how?** Met

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** In addition to marketing our program to facilitate enrollment, better first-time NCLEX pass rates and overall licensure rates contributes to more nurses entering professional practice in our community, directly impacting the goal of the Answer the Call for Healthcare Professionals tactic.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?** The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

### FISCAL IMPACT:

Description: \$33,614.00 Education Materials, FD102, CC0205. ATI will provide HESI exams (Exit Exam and 3-days Review) for 3 years. CUF (student fees for NUR2811L and NUR2801L) for HESI Exams.


# Jeffrey Nasse

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Jeffrey Nasse, Provost and SVP of Academic Affairs 5/3/2024


























APPROVAL PATH: 12162: Assessment Technology Institute, LLC dba ATI (Amendment)

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Legal Services Review Group	Review and Approval for Form and		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
2	Sara Turpel	Dean Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
8	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
9	<b>Board Clerk</b>	Agenda Preparation		 Completed	
10	District Board of Trustees	Board Meeting	06/25/24 01:00 PM	 Pending	



**AMENDMENT TO CONTRACT FOR SERVICES**

**THIS AMENDMENT** is made and entered into as of this 2<sup>nd</sup> day of May, 2024,  
by and between:

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**  
(hereafter referred to as “**BC**”),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

Assessment Technology Institute, LLC  
(hereafter referred to as “**ATI**” or “**Company**”),  
a Delaware Limited Liability Corporation,  
who is located at  
25 Burlington Mall Road, Burlington, MA 01803

**WHEREAS**, the parties entered a Contract for Services dated April 1, 2023 (the “**Agreement**”); and

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

**NOW THEREFORE**, the parties agree as follows:

- 1. Amendments.**
  - a. The term of the Agreement is hereby extended so that the same will now expire on May 31, 2024 (the “**Extension**”).
  - b. Pricing for Services, as identified on Exhibit A of the Agreement, are hereby amended to reflect updated pricing to be provided during the Extension as shown below:

**Contract for Services**

**Pricing**

**Exhibit “A-1”**

<b>DESCRIPTION</b>	<b>PER STUDENT RATE</b>
Comprehensive Predictor	\$58.00
Comprehensive Live Review	\$289.00

Note: Reviews and exams will be held three times per year for approximately 100–150 students each time. Pricing shall remain firm for the first three years of the contract. There are no additional fees for the products/services that ATI is proposing. ATI has a minimum of 15 students to provide an in-person review. If Broward College has less than 15 students, a virtual review can be provided.

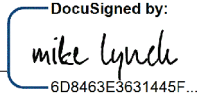
1. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
2. **No further amendments**. All remaining terms in the Agreement remain the same.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

**FOR Assessment Technologies Institute, LLC**

ATI

By  \_\_\_\_\_  
6D8463E3631445F...

Name Mike Lynch

Title EVP

**FOR Broward College**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By  \_\_\_\_\_  
6DD41D98CFDA4F4...

Name Donald Astrab

Title Interim President



## EXECUTIVE SUMMARY

**Broward College Board of Trustees authorized the bid waiver (educational materials) and agreement with ATI to provide HESI Exit Exams and Live 3-day Review through December 31, 2023 Fiscal Impact: Estimated \$250,000.00)**

**Presenter(s):** Sara Turpel, Dean, Nursing  
Sara Turpel, Dean, Nursing

**Considerations:** ATI agreement to reflect a 1 year price guarantee that ensures pricing on HESI Exit Exams and Live 3-day Review for students graduating from the Associate of Science in Nursing Program and who are getting prepared to take the State Board Exam.

FL DOE 6A-14.0734(2)(a), Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings (or similar audio-visual materials), computer-based instructional software.

**How does this impact student success:** This service supports the success of graduating students when they take the Board of Nursing exams.

**What specific goal of the Strategic Plan is advanced through this action:** Social Enterprise Tactic of Answer the Call for Healthcare Professional, with the goal of increasing the number of health professionals available to care for our community.

**Small Business Firm (Yes, No, N/A):** No

**Broward Firm (Yes, No, N/A):** No

**FISCAL IMPACT:**

Description: Educational Materials with ATI to provide HESI exams (Exit Exam and 3-days Review) for 2 years. Fiscal Impact is estimated at \$250,000.00 from CC0205.

05/01/23      CC0205 · Nursing      (\$250,000.00)  
CUFF and Certification Funds

**Jeffrey Nasse**  
Jeffrey Nasse, Provost and SVP of Academic Affairs

3/18/2023

**Jeffrey Nasse**  
Jeffrey Nasse, Provost and SVP of Academic Affairs

3/25/2023



## CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of April 1st 2023 between the District Board of Trustees of Broward College, Florida ("College"), \_\_\_\_\_ and ATI ("Vendor") (collectively, the "Parties"), will be in effect until December 31, 2023 ("Contract").

### **1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of \_\_\_\_\_.  
Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

### **2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

### **3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.



**4. TERMINATION FOR DEFAULT.**

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.**

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

**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the 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 the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.



**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

**21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

## A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ \_\_\_\_\_
3. General Aggregate \$ \_\_\_\_\_
4. Products-Completed Operations \$2,000,000  
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 1,000,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

## C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

## D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ \_\_\_\_\_

E. Cyber Liability \$ 1,000,000

## F. Pollution Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ \_\_\_\_\_

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

### **23. OWNERSHIP OF WORKS.**

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

### **24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

### **25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

### **26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. E-VERIFY.**

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site.*** Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

***Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”***

**30. 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 the College, permission must be granted by its Dean, Nursing Administrator or that position’s designee, and in the case of the other party, permission must be granted by its Vice President, South or that position’s designee.

**31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

**32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College’s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College’s Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit “C.”

\_\_\_\_\_ College                      \_\_\_\_\_ Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of Vendor  \_\_\_\_\_ Date 4/12/2023 | 6:07 PM CDT

Attested By Name (type) \_\_\_\_\_ Title EVP





Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

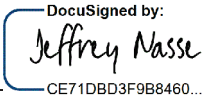
AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President Jeffrey Nasse \_\_\_\_\_ Title Provost & SVP Academic Affairs \_\_\_\_\_

Signature  \_\_\_\_\_ Date 4/12/2023 \_\_\_\_\_  
CE71DBD3F9B8460...

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





**Contract for Services**

**Statement of Work**

**Exhibit "A"**

To provide Broward College Nursing department for May, August, and December 2023 the following:

1. RN Comprehensive NCLEX exams (3-day review) \$285 per student.
2. RN Comprehensive Predictor 2019 Computer exam (Exit Exam) \$58 per student.

Students who attend the live review also will receive the following:

- Copy of the comprehensive NCLEX review book
- Access to BoardVitals adaptive quizzing platform with 3,500 NCLEX questions for students to customize their own quizzes for a period of 180 days (120 per graduation, 60 days post-graduation)
- 30 day access post-review to any recorded videos from a Live Review to review information again on any content area they wish to review additionally
- Customized study-plan which also includes additional practice content assessments they can review prior to sitting for boards
- Guarantee for additional support for students who may not be successful on NCLEX – if they contact ATI within 3 weeks of taking the NCLEX we will automatically enroll them in the Virtual ATI 1 on 1 NCLEX support platform to provide student support







**EXHIBIT "C"**  
**TO CONTRACT FOR SERVICES**

**SPECIAL PROVISIONS**

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

<b>Exception No. 1</b>	<b>§ 1. INVOICES AND PAYMENTS.</b>
<b>Response/Suggested edits:</b>	A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of _____ . Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be thirty (30) days from receipt of an undisputed invoice,
<b>Exception No. 2</b>	<b>§ 2. INDEMNIFICATION.</b>
<b>Response/Suggested edits:</b>	For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, arising out of bodily injury, death, or property damage caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.
<b>Exception No. 3</b>	<b>§ 3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.</b>
<b>Response/Suggested edits/Replacement:</b>	If an action is brought against College claiming that Products, when used in accordance with Vendor Product manuals and guides and this Contract, infringes a valid patent or registered copyright, or misappropriates a trade secret, Vendor shall defend College at Vendor's expense and pay the damages and costs finally awarded against College in relation to the infringement or misappropriation action, but only if (i) College notifies Vendor within 30 days upon learning that an action has been or might be asserted, (ii) Vendor has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) College fully cooperates in Vendor's defense of such action to the extent permitted under law. Vendor shall have no obligation or liability under this Section if the action results from a modification or improper use of such Product by College or its users. If a covered claim described in this Section may be or has been asserted, College shall permit Vendor, at Vendor's option and expense, to (i) secure the right for College to continue using the Product, (ii) replace, modify, or create a workaround for the Product to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (iii) terminate the applicable License and, upon College's return of the infringing Product, refund to College the amount actually paid to Vendor for such Product. THIS SECTION SETS FORTH VENDOR'S SOLE LIABILITY AND COLLEGE'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

<b>Exception No. 4</b>	<b>§ 5. TERMINATION FOR CONVENIENCE.</b>
<b>Response/Suggested edits</b>	The parties may terminate this Purchase Order with or without cause by mutual written consent. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor

<b>Exception No. 5</b>	<b>§ 9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.</b>
<b>Response/Suggested edits:</b>	<p>The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes, subject to exemptions and exclusions set forth therein. Should the 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 the Vendor and Vendor shall bear all costs and fees related to the same. If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:</p> <p>(a) Keep and maintain public records required by the College to perform the service. (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College. (d) Upon completion of the Contract transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.</p> <p>IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.</p>

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<b>Exception No. 6</b>	<b>§ 12. ASSIGNMENT/GUARANTOR.</b>
<b>Response/Suggested edits</b>	Neither party may assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the other party, except for either party may assign the Agreement to any of its affiliates, or in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets of any similar transaction. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

<b>Exception No. 7</b>	<b>§ 18. VENDOR NOT TO LIMIT WARRANTY.</b>
<b>Response/Suggested edits:</b>	Except as set forth herein, the Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. Vendor's products and services are comprised solely of Vendor's proprietary, copyright protected works and the warranties are as set forth herein

<b>Exception No. 8</b>	<b>§ 20. STATEMENT OF SERVICES.</b>
<b>Response/Suggested edits:</b>	The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. Vendor's services delivered hereunder are comprised of Vendor's proprietary, copyright protected works. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work.

<b>Exception No. 9</b>	<b>§ 22. INSURANCE.</b>
<b>Response/Suggested edits</b>	<p>The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:</p> <p>A. Commercial General Liability</p> <ol style="list-style-type: none"> <li>1. Each Occurrence \$ _____</li> <li>2. Personal &amp; Advertising Injury \$ _____</li> <li>3. General Aggregate \$ _____</li> <li>4. Products-Completed Operations \$2,000,000</li> </ol> <p>Policy must contain contractual liability coverage.</p> <p>B. Automobile Liability \$ _____</p> <p>Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.</p> <p>C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.</p> <p>D. Professional Liability</p> <ol style="list-style-type: none"> <li>1. Per Occurrence \$ _____</li> <li>2. General Aggregate \$ _____</li> </ol> <p>E. Cyber Liability \$ _____</p>

	F. The coverage required shall extend to all employees of the Vendor. Upon College's written request, the Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.
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<b>Exception No. 10</b>	<b>§ 23. OWNERSHIP OF WORKS.</b>
<b>Response/Suggested edits:</b>	Removed, as not applicable.

<b>Exception No. 11</b>	<b>§ 34. PROPRIETARY RIGHTS.</b>
<b>Proposed Insertion</b>	College acknowledges that the Products and Services materials, as well as Vendor's proprietary information, tools, methods, programs, software, graphics, user interfaces, logos, trademarks, anything developed or delivered by Vendor under this Agreement, and all prior developed intellectual property, are the sole and exclusive intellectual property of Vendor or its licensors ("Vendor IP") and, other than as expressly set forth in this Agreement, no license or other rights in or to the Products or Services are granted to College, and all such licenses and rights are hereby expressly reserved by Vendor. All Vendor consulting Services shall be delivered on a non-work for hire basis. College's limited right to use such Vendor IP shall be governed by the licensing, confidentiality, and other use restriction provisions of this Agreement. Vendor's names, and its product and Services names, are trademarks and service marks belonging to Vendor. All rights reserved. Vendor Products and Services are protected by copyright and no part of the Vendor Products or Services may be resold, licensed, copied, transferred, distributed, stored, reproduced, or disclosed to any third party without written permission of Vendor. College is not permitted to use any Vendor Services material or content for the delivery of its own presentation or workshop. To the extent that any Vendor IP is included in any consulting/workshop Services, College may use such Vendor IP pursuant to the License and solely for educational purposes, provided that use of any Vendor proprietary software shall not be included in such License and is restricted solely to use by Vendor in connection with Vendor's delivery of such consulting/workshop Services. Vendor reserves the right to seek all legal and equitable rights and remedies available to Vendor for any College use of Vendor IP in violation of this Agreement.

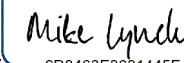
<b>Exception No. 12</b>	<b>§ 35. LIMITATION OF LIABILITY.</b>
<b>Proposed Insertion</b>	UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, OR AFFILIATES EXCEED IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TWICE THE TOTAL AMOUNT THAT COLLEGE ACTUALLY PAID TO VENDOR FOR THE SPECIFIC PRODUCT OR SERVICE WHICH IS THE SUBJECT OF SUCH ACTION OR PROCEEDING, PROVIDED, HOWEVER, THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR RELIEVE COLLEGE OF ITS OBLIGATION TO MAKE FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER.

<p><b>Exception No. 13</b></p>	<p><b>§ 36. WARRANTIES AND DISCLAIMER.</b></p>
<p><b>Proposed Insertion</b></p>	<p>(a) ATI warrants that (i) for 180 days after delivery of, or College receiving access to, the Products, the media and documentation supplied by Vendor to College shall be free from material defects in materials and workmanship under normal use and that the Products shall perform in all material respects in accordance with the documentation provided (“Product Warranty”) and (ii) Services shall be performed in a good workmanlike manner consistent with generally accepted industry standards (“Services Warranty”). The foregoing Product Warranty and Services Warranty shall not apply if the Product or Service, as applicable, has been subject to misuse or modification (other than modification by Vendor or its licensors) and the nonconformance can be demonstrated on an unmodified version of such Product or Service. For a breach of Product Warranty which is reported during the Product Warranty period, Vendor shall correct or replace the Product or, if such is not practical in Vendor’s judgment, refund amounts paid for such defective Product. For a breach of Services Warranty which is reported by College to Vendor no later than thirty (30) days following performance of the defective Service, Vendor shall re-perform such defective Service at no cost to College or, if re-performance is not practical in Vendor’s judgment, provide to College a refund for amounts paid for the defective Service. Except for the foregoing warranty, Vendor’s Products and Services are provided “as-is” without warranty of any kind.</p> <p>(b) College acknowledges that Products are intended solely for academic purposes and that Authorized Users should NOT rely on the Products as a reference for administering medications or patient care or as a substitute for professional medical judgment. Vendor does not assume, and hereby expressly disclaims, any responsibility for, or warranty regarding, College’s ability to satisfy or meet any accreditation requirements. COLLEGE IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING ITS INPUT TO THE VENDOR PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION COLLEGE DATA) AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY VENDOR PRODUCTS AND SERVICES. Vendor shall be entitled to rely on the accuracy, truthfulness and completeness of all College input into Vendor Products and Services (including College Data), and College hereby releases Vendor from any claims arising out of such improper reliance on Products or Services.</p> <p>(c) THIS SECTION SETS FORTH VENDOR’S SOLE LIABILITY AND THE PARTIES’ SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. VENDOR DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL MEET COLLEGE’S SPECIFIC REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, NOR SHALL VENDOR BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF COLLEGE DATA, FILES OR PROGRAMS. Vendor shall have no obligations under this Section if the breach is caused by College’s improper use or modification of a Product.</p>

BC APPROVED

By:  DocuSigned by: Jeffrey Nasse Date: 4/12/2023  
CE71DBD3F988480...

VENDOR APPROVED

By:  DocuSigned by: Mike Lynch Date: 4/12/2023 | 6:07 PM CDT  
6D8463E3631445F...









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 2405 Grand Boulevard, Suite 900 Kansas City, KS 64108  CN115863543--GAXWP-22-23	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> Kansascity.certrequest@marsh.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Assessment Technologies Institute, LLC dba ATI Nursing Education 11161 Overbrook Road Leawood, KS 66211	<b>INSURER A:</b> Hartford Fire Insurance Co		19682
	<b>INSURER B:</b> Trumbull Insurance Company		27120
	<b>INSURER C:</b> Hartford Casualty Insurance Company		29424
	<b>INSURER D:</b> Hartford Accident and Indemnity Insurance Company		22357
	<b>INSURER E:</b> AIG Specialty Insurance Company		26883
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:**

CHI-010243166-01

**REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10UENHF3543	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10UENDI2425	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage Comp/ \$ 100,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			10RHUHF3955	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10WBAA9WXG	11/30/2022	11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>PROFESSIONAL / CYBER LIABILITY</b>			01-840-97-07	11/30/2022	11/30/2023	LIMIT \$ 1,000,000 SIR \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Broward College is included as additional insured for General Liability and Auto Liability as required by written contract.

**CERTIFICATE HOLDER**

The District Board of Trustees  
 of Broward College, Florida  
 Attention: Risk Management  
 6400 NW 6 Way  
  
 Ft. Lauderdale, FL 33309

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

*Marsh USA Inc.*

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Assessment Technologies Institute, LLC dba ATI Nursing Education 11161 Overbrook Road Leawood,KS 66211	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

CONTINUED FROM DESCRIPTION SECTION:

Professional/Cyber Coverage includes: Specialty Professional Liability (SPL MPL) & (SPL Tech), Media Content (MC), Security and Privacy Liability, Network Interruption Insurance - Waiting Period 12 hours, Event Management & Cyber Extortion Insurance.