



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 the amendment to the non-standard agreement with Assessment Technologies Institute LLC dba National Healthcareer Association (NHA) to purchase online exam/test vouchers for Continue Education Healthcare programs. Fiscal Impact: Estimated \$48,300.00 Revenue: \$418,740.00.

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? This is an amendment that will extend the term of the agreement annually unless Broward College or Assessment Technologies Institute LLC dba National Healthcareer Association (NHA) elect to terminate. This agreement is needed to purchase industry certification products from the National Healthcareer Association (NHA) beyond the Broward College fiscal limit of \$10,000.00, due to the recent high demand and enrollment of Continuing Education Health Sciences industry certifications programs. Upon successful completion of programs including Clinical Medical Assistant, Electronic Health Records, Medical Billing & Coding, Patient Care Technician, and Pharmacy Technician, students are eligible to sit for National exams with NHA to become certified. Estimated Cost Calculation: Based on the average requested NHA product combinations: \$230/each x 210/students = \$48,300. Estimated Tuition: \$1,994/per student x 210/students = \$418,740.00

What procurement process or bid waiver was used and why? The bid waiver exception selected is educational materials and supplies, per FLDOE 6A-14.0734 and College Procedure A6Hx2-6.34, with a review of the NHA Master License and Service Agreement by the College's legal office. The current agreement is set for auto-renewal, which is no longer accepted by the College. This change now requires the submission of a contract for College approval to continue use of the vendor.

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

What fund, cost center and line item(s) were used? Fund: FD102 (CE Health Sciences), Cost Center: CC0084 (CE - Health Sciences) Line Item: 64500: Other Services.

Has Broward College used this vendor before for these products or services? Yes. Broward College has used this vendor in the past. The current agreement is set for auto-renewal, which is no longer accepted by the College. This change now requires the submission of a contract for College approval to continue use of the vendor.

Was the product or service acceptable in the past? Yes. Broward College, Continuing Education Health Sciences provides students access to certification exams upon successful completion of programs. Providing certifications contributes to strong relationships with local healthcare facilities in need of student clinical placement and employment.

Was there a return on investment anticipated when entering this contract? Yes. The anticipated return on investment is credential attainment. Providing students with certification strengthens their options for employment.

Was that return on investment not met, met, or exceeded and how? Yes. The return on investment was met. The current pass rate for FY 2023/2024 is 81%, 9% above the national average.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

This directly feeds into the Social Enterprise strategy:

1. Empower Student Development, provides students the ability to apply skills and techniques learned in a real healthcare setting.
2. Answer the Call for Health Care Professionals, clinical placement provides students with on-the-job training which could potentially lead to employment.

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: Fiscal Impact: Estimated cost of NHA Products (Online Test & Preparation package): \$48,300. with an estimated revenue to Broward College of \$418,740.00 Worktags: CC0084; BU060; FD102; PG000068

Estimated Cost Calculation: Based on the average requested NHA product combinations: \$230/each x 210/students = \$48,300.

Estimated Tuition: \$1,994/per student x 210/students = \$418,740.00

06/25/24	CC0084 · CWE Health Education Supplemental	\$418,740.00
	CC0084; BU060; FD102; PG000068	
06/25/24	CC0084 · CWE Health Education Supplemental	(\$48,300.00)
	CC0084; BU060; FD102; PG000068	
TOTAL:		\$370,440.00

APPROVAL PATH: 12211 Assessment Technologies Institute LLC dba National Healthcareer Association (NHA) - Online Exams

Workflow [Synchronize Routing](#) [Edit View](#) [Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status
1	Diane Peart	AVP Review		Completed
2	Steven Tinsley	SVP of Workforce Education and In		Completed
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
4	Zaida Riollano	Procurement Approval		Completed
5	Christine Sims	Budget Departmental Review		Completed
6	Rabia Azhar	CFO Review		Completed
7	Legal Services Review Group	Review and Approval for Form and		Completed
8	Electronic Signature(s)	Signatures obtained via DocuSig		Completed
9	Pending Counter-Signature(s)	Review		Completed
10	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
11	Board Clerk	Agenda Preparation		Pending
12	District Board of Trustees	Meeting	06/25/24 10:00 AM	Pending

**2024 Amendment to the
Master License and Services
Agreement**

This 2024 Amendment (the "2024 Amendment") to the Master License and Services Agreement dated June 20, 2023 (the "Agreement") is entered into by and between Assessment Technologies Institute, LLC, d/b/a/ National Healthcareer Association, with its principal place of business at 11161 Overbrook Road, Leawood, KS 66211 ("NHA") and The District Board of Trustees of Broward College, Florida, with a principal place of business at 3501 Davie Road Davie, FL 33314 ("Customer").

WHEREAS, NHA and Customer desire to amend certain terms of the Agreement and Schedule A, thereto;

NOW, THEREFORE, NHA and Customer hereby amend the Agreement as follows:

1) All references in the Agreement and Schedule A to "Authorized User(s)" shall be replaced with "Authorized First-Time Tester(s)". The definition of "Authorized Users" provided in Section 2(a) shall hereafter be the definition for "Authorized First-Time Tester".

2) Section 2 of Schedule A is amended to remove the following Products:

Medical Terminology
Anatomy and Physiology

3) Section 3 of Schedule A is amended to remove the following Fees:

Medical Terminology = \$71.25 per unit
Anatomy and Physiology = \$71.25 per unit


4) Section 2.(b) is amended to remove the following sentence:

At the end of the Initial Term, this Agreement will automatically renew for successive one year terms (each a "Renewal Term") unless either Party provides written notice at least sixty (60) day's prior to the end of the then current Initial Term or Renewal Term, as applicable, that it does not intend to renew the Agreement.

5) All terms of the Agreement and Schedule A not addressed in this 2024 Amendment remain the same and continue in full force and effect.

Each of the undersigned has caused this Amendment to be duly executed in its name and on its behalf effective as the last date of execution ("Effective Date").


**Assessment Technologies
Institute, LLC, d/b/a/ National
Healthcareer Association**

By: 
Tyson Schmitt (Jul 31, 2024 10:00 EDT)

VP Customer Operations
Title: _____

Date: Jul 31, 2024

**The District Board of Trustees of
Broward College, Florida**

DocuSigned by:

By: _____
6DD41D98CFBA4F4...

Interim President
Title: _____

Date: 7/30/2024





MASTER LICENSE AND SERVICES AGREEMENT
United States and Puerto Rico ("Territory")

This Master License and Services Agreement ("Agreement") is entered into by and between Assessment Technologies Institute, LLC ("ATI"), d/b/a National Healthcareer Association (together with ATI, unless separately and specifically noted, "NHA"), with its principal place of business at 11161 Overbrook Road, Leawood, KS 66211 and The District Board of Trustees of Broward College, Florida, with a principal place of business at 3501 Davie Road Davie, FL 33314 ("Customer") (referred to collectively herein as "the Parties") and contains terms and conditions governing Customer's procurement of Products and Services from NHA. This Agreement shall be binding when signed by the Parties (the "Effective Date").

1. PURPOSE. This Agreement sets forth terms and conditions under which NHA shall license NHA Products and Proprietary Materials and provide NHA Services to Customer. "Products" shall mean NHA's proprietary products licensed by Customer, as set forth in NHA's registration system and Schedule A attached hereto and made available to Customer, in any form or medium delivered or made accessible to Customer, including hard copy, electronic and/or online delivery and all copies made thereof, user manual and guides ("Documentation"), and all updates and revisions provided by NHA thereto. Additional Product licenses ordered through a subsequent NHA Order shall be subject to the terms of this Agreement. "Services" shall mean any Standard Service and Supplemental Service provided by NHA to the Customer in connection with Product(s) or otherwise. "Standard Service" shall mean those Services described on Schedule A, provided by NHA, at no additional fee, with Customer's license of the NHA order for Products. "Supplemental Service" shall mean any service outside of NHA's Standard Service, for which Customer shall be required to pay an additional fee. Any such Supplemental Services shall be governed by the terms of this Agreement. "Proprietary Materials" shall mean all other, non-Product forms of content created by or on behalf of ATI or NHA, including but not limited to reports, benchmarking, analytic or metrics reporting, publications, white papers, studies, blog posts or other similar materials, provided to or obtained by Customer from NHA or ATI (together with Products, "Products/Materials"). Any schedules ("Schedules") attached hereto, or signed by the Parties subsequent to the Effective Date of this Agreement, shall be incorporated into and made a part of this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of a Schedule, the terms of said Schedule shall prevail.

2. LICENSE GRANT AND RESTRICTIONS.

(a) License Grant. NHA represents and warrants that it is the owner of the Products/Materials or has the right to grant this license. Subject to the terms herein, NHA grants to Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products/Materials delivered or made available online to Customer by NHA ("License"), as set forth and described in each applicable NHA order placed by Customer, which may be supplemented by the parties. Products/Materials may be used only by Customer's "Authorized Users" (if Customer is a school, then Customer's enrolled students, administrators, faculty and staff, or if Customer is not an educational institution, Customer's employees and engaged workers). The License to Exam Products is limited to and may only be used in connection with the registered exam test site, on the registered exam date and during the time period scheduled for the exam administration. Customer will ensure that each such exam is only administered only to those Authorized Users who have registered to take such exam at the test site on that specific date and no person who is not an Authorized User or who is not registered will be permitted to take the exam. Customer is prohibited from offering an exam to any person who has not registered online with NHA. Customer's License to use each Exam Product is limited to the completing of the exam by an Authorized User and begins at the start of each exam administration on the registered exam date and shall automatically terminate at the conclusion of each such exam on the same date. Except for an Authorized User's use of an exam during a registered exam administration, Customer has no right to use Exam Products in any manner or for any purpose. Customer shall supervise use of the Products by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products and shall not (and take reasonable steps to ensure Authorized Users do not) (i) modify, translate, copy, disassemble, decompile, or create derivative works of the Products/Materials or any portion thereof; and (ii) transfer, loan, rent, lease, distribute, or grant any rights in any form in or to Products/Materials or remove or obscure any copyright or other proprietary notice, labels or proprietary marks in any Products/Materials. All Products/Materials are subject to copyright and contain confidential and trade secret information belonging to NHA and Customer agrees not to disclose any Product or Proprietary Materials (except those that have been published by NHA on its website, such as whitepapers, articles or blog posts), or portion thereof to any person who is not an Authorized User. For purposes of clarity, Products are strictly licensed on a per Authorized User basis and are not to be (i) shared among Authorized Users; (ii) reproduced or copied in whole or in part in any manner by Customer, including faculty, or any Authorized User; (iii) projected for shared viewing or use; or (iv) made available in any library or electronic learning management system operated by Customer for use on other than a per Authorized User basis. If Customer is obtaining online access to Products hosted on NHA's servers, Customer, including Authorized Users, shall receive and

NHA ML.SA (REV. 5/9/18)

utilize access information, such as passwords and usernames, ("Access Information") to permit Product access. Customer shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information.

(b) Term. The term of the Agreement shall be effective as of the date of the Customer's signature, and shall supersede all prior Agreements between the Parties, and shall continue for twelve monthly increments following the Start Date, unless terminated earlier by either Party as set forth in Section 2(d) below (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for successive one year terms (each a "Renewal Term") unless either Party provides written notice at least sixty (60) day's prior to the end of the then current Initial Term or Renewal Term, as applicable, that it does not intend to renew the Agreement. Notwithstanding the foregoing, NHA reserves the right to reset fees on an annual basis. If the Agreement is not renewed at the end of the Initial Term or any Renewal Term, or if terminated otherwise by either Party, the license granted herein shall immediately terminate.

(c) Termination. NHA may terminate the License or this Agreement by written notice (i) with immediate effect if Customer infringes or misappropriates any NHA IP rights (as defined in Section 4) or otherwise breaches any material License provision contained in Section 2(a), or (ii) if Customer fails to cure any other material breach of this Agreement within thirty (30) days after receipt of written notice from NHA. Upon expiration of the License or this Agreement, or in the event of an earlier License or Agreement termination under Section 2(a), Customer shall make no further use of the Products and, in the event of a breach of this Section 2, NHA shall deactivate Customer's access to the Products licensed hereunder.

(d) Audit Rights. NHA reserves the right to periodically conduct an audit of Customer's records to confirm the integrity and security of NHA Products and verify Customer's compliance with the terms set forth herein. Customer will comply with and facilitate such audit, which will be conducted at NHA's expense.

3. ORDERS; PAYMENT

All prices, fees or monetary values provided or quoted by NHA, whether on the order form, its website, quotes or proposal or anywhere else, are in U.S. dollars.

(a) Orders. For each Customer order of NHA Products and Services hereunder, Customer shall register with NHA through NHA's online registration and reporting system. All NHA orders are subject to the terms of this Agreement. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this Agreement upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order.

(b) Product and Services Fees; Payment. All Product and Services fees noted in each applicable Schedule are due and payable net thirty (30) days from the invoice date. Notwithstanding the foregoing, if Customer has breached the payment terms set forth herein, NHA reserves the right to require pre-payment of all or a portion of the Product and Services fees prior to delivering or providing access to Products and/ prior to delivering the Services. Customer may, in good faith, dispute an invoice by providing written notice to NHA within ten (10) days of receiving such disputed invoice and both parties shall escalate the dispute to their senior management for prompt resolution. Any undisputed amounts which are not paid when due shall bear interest at one and one half percent (1.5%) per month or the maximum legal rate, if less. NHA reserves the right to charge Customer for all reasonable collection and legal fees and expenses incurred in attempting to collect any such overdue amounts. Notwithstanding any other term in this Agreement, there shall be no minimum order amount for Customer.

(c) Product Expiration/Access Limits. All nontangible Products and Services, such as, but not limited to, access codes or discount codes for online products, shall expire eighteen (18) months after delivery ("Product Expiration Date") to Client. All inventory must be used by the Product Expiration Date. Any inventory remaining after the Product Expiration Date will be unusable, forfeited and nonrefundable. Once a Product has been assigned to an Authorized User, it is deemed to be accessed ("Initial Access Date"). Access to any online learning product, such as, but not limited to, all prep products and certificate products, will expire twenty-four (24) months from the Initial Access Date. Nothing in this section impacts exam scheduling or rescheduling (see the Candidate Handbook, "Registering for an Exam" and "Rescheduling and Cancellation an Exam" sections) deadlines or timeframes.

(d) Taxes. Amounts payable under this Agreement are exclusive of Taxes. Customer will pay Taxes invoiced by NHA on the original invoice or self-assess and remit Applicable Taxes as required by law unless Customer provides NHA proof of exemption from Taxes as required by law. "Taxes" include sales and use





taxes imposed by any federal, state, local, or foreign taxing authority and other similar transaction or consumption based taxes, excluding any interest, penalties, or additions to tax related thereto. Any other taxes arising under or as a result of this Agreement are the responsibility of NHA or Customer as determined under applicable law. NHA will provide Customer Internal Revenue Service Form W-9 or W-8, as applicable, prior to or in conjunction with the issuance of the first invoice by NHA under this Agreement. If NHA fails to timely provide Customer IRS Form W-9 or W-8, as applicable, Customer will withhold taxes pursuant to its obligations under the applicable provisions of the Internal Revenue Code, including Sections 3406 and 1441.

4. PROPRIETARY RIGHTS. NHA represents and warrants that the Products, Services, Documentation and Proprietary Materials and all updates and revisions thereto, as well as NHA's and ATI's names, logos or trademarks, are the sole and exclusive intellectual property of NHA or its licensors ("NHA IP") and, other than as expressly set forth in this Agreement, Customer acknowledges that no license or other rights in or to the NHA IP are granted to Customer, and all such other licenses and rights are hereby expressly reserved by NHA. Customer also acknowledges that the Products/Materials are, and the Services selected by Customer may be, protected by copyright. Customer's limited right of use such NHA IP shall be governed by the licensing, confidentiality, and other use restriction provisions of this Agreement and any terms included in the applicable Products, Services or Proprietary Materials. No part of the Products, Services or Proprietary Materials may be copied, reproduced, recorded, distributed, or made public, in whole or in part, without prior review by and written consent of NHA. For the purpose of avoiding any confusion, Customer and its Authorized Users are strictly forbidden from reproducing, copying, recording, summarizing, making notes concerning or otherwise capturing the content of any Exam Product listed on Schedule A or any portion thereof in any manner or using any medium, and from distributing or transferring such Exam Product or any portion thereof in any manner to any person other than to Authorized User(s) registered to take such exam on that specific examination date. NHA reserves the right to seek all legal and equitable rights and remedies available to NHA for any Customer use of NHA IP in violation of this Agreement.

5. NHA WARRANTIES AND DISCLAIMERS. NHA warrants that (i) the Product(s) media and Documentation supplied by NHA to Customer 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 and with the skills and necessary expertise consistent with generally accepted industry standards to perform the Services ("Services Warranty"). For a breach of Product Warranty which is reported NHA shall correct or replace the Product or, if such is not practical in NHA's judgment, refund amounts paid for such defective Product. For a breach of Services Warranty which is reported to NHA no later than thirty (30) days following performance of the defective Service, NHA shall re-perform such defective Service at no cost to Customer or, if re-performance is not practical in NHA's judgment, provide to Customer a refund for amounts paid for the defective Service. Customer acknowledges that Products/Materials are intended solely for their stated purposes and that Authorized Users should NOT rely on the Products/Materials as a reference for administering medications or patient care. The Parties acknowledge that each Authorized User's online attestation regarding eligibility to take an NHA exam is not an indication or representation of either party's endorsement or representation of any such Authorized User's character or qualifications. Customer hereby releases NHA from any claims arising out of such improper reliance on Products/Materials or Services. THIS SECTION SETS FORTH NHA'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. NHA DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL BE ERROR FREE OR UNINTERRUPTED. NHA shall have no obligations under this Section 5 to the extent the breach is caused by Customer's improper use or modification of a Product.

6. CONFIDENTIAL INFORMATION. The Parties agree that (i) this Agreement and the Products and Services provided to Customer hereunder incorporate confidential information of NHA and that personal or academic information regarding Authorized Users is confidential information of Customer, and (ii) each party may receive or have access to confidential and proprietary information ("Receiving Party") of the other party ("Disclosing Party"), whether orally or in writing, that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information (collectively, "Confidential Information"). Confidential Information shall not include any information that can be shown by the Receiving Party to be (i) generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) known to the Receiving Party prior to its disclosure by the Disclosing Party without any party's breach of any obligation owed to the Disclosing Party; (iii) independently developed by the Receiving Party without any breach of any obligation owed to the Disclosing Party and without reliance on, reference to, or based on the Disclosing Party's Confidential Information; or (iv) received from a third party without such third party's breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's

prior written consent or as required by law or court order. Each party shall protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event less than reasonable care. If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent permitted by law). Each party reserves the right to seek injunctive relief, in addition to any other remedies available at law, to protect its Confidential Information. Without limiting the applicability of this section, Customer certifies and represents that it will not disclose any NHA Products/Materials, including exam materials or any part thereof, to any party not authorized to use NHA Products/Materials under this Agreement, as NHA Products/Materials are the confidential and proprietary information of NHA and doing so would result in serious financial harm to NHA. Any violation of this obligation may subject Customer to legal action, monetary damages, and the immediate termination of Customer's License to use NHA Products/Materials.

7. NHA INDEMNIFICATION. Subject to this Section 7, if an action is brought against Customer claiming that Products/Materials, when used in accordance with the Documentation and this Agreement, infringes a valid patent or registered copyright, or misappropriates a trade secret, NHA shall defend Customer at NHA's expense and pay the damages and costs finally awarded against Customer in relation to the infringement or misappropriation action, but only if (i) Customer notifies NHA promptly upon learning that an action has been or might be asserted, (ii) NHA has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) Customer fully cooperates in NHA's defense of such action. NHA shall have no obligation or liability under this Section 7 if the action results from (i) a modification or improper use of such Product or Proprietary Material, (ii) the failure to promptly replace a Product with a new Product or discontinue use of Proprietary Materials when notified by NHA that the replacement Product or discontinued use would have eliminated the actual or alleged infringement or misappropriation, (iii) the use of any non-NHA product, information, design, specification, instruction, software, data, or material in combination with the Product where such infringement would not have arisen but for such combination, or (iv) NHA's compliance with designs, plans or specifications furnished by Customer. If a covered claim described in this Section may be or has been asserted, Customer shall permit NHA, at NHA's option and expense, to (i) secure the right for Customer to continue using the Product/Material, (ii) replace, modify, or create a workaround for the Product/Material to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (iii) terminate the applicable License and, upon Customer's return of the infringing Product/Material, refund to Customer the amount actually paid to NHA for such Product/Material. THIS SECTION 7 SETS FORTH NHA'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

8. LIMITATION OF LIABILITY. EXCEPT WITH REGARD TO NHA'S OBLIGATION TO INDEMNIFY CUSTOMER AS SET FORTH IN SECTION 7, UNDER NO CIRCUMSTANCE SHALL NHA, ATI, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NHA AND ATI SHALL NOT BE LIABLE FOR ANY SYSTEM FAILURE OF ANY THIRD PARTY TESTING VENDORS, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NHA, ATI, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES EXCEED IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT THE TOTAL AMOUNT THAT CUSTOMER ACTUALLY PAID FOR THE SPECIFIC PRODUCT WHICH IS THE SUBJECT OF SUCH ACTION OR PROCEEDING IN THE PRIOR TWELVE (12) MONTHS.

9. CUSTOMER WARRANTIES AND INDEMNIFICATION. Customer warrants and represents that (i) it is in compliance with all applicable laws; (ii) information provided by Customer to NHA regarding Customer (including, but not limited to, information about Customer's business, exam dates, Authorized Users, and exam proctors) is true, accurate, current and complete; (iii) Customer will comply with all terms and conditions in this Agreement and other written guidelines and requirements provided by NHA (such as, if applicable, the NHA Testing Center Criteria Attestation, the Proctor Manual, Proctor Attestation and, with respect to Authorized Users, the Candidate Handbook and Candidate Attestation) regarding Customer's use of NHA Products/Materials and Services ("Customer Warranty"). Customer will defend, indemnify, and hold harmless NHA as limited under Section 768.28, Florida Statutes, from and against all claims, demands, liability, cost, damage, and expense (include reasonable attorneys' fees) arising out of any breach by Customer of Customer Warranty, any misrepresentation made by Customer to NHA, and any failure of Customer to comply with this Agreement or Customer's obligations set forth herein.

10. MISCELLANEOUS

(a) **No Agency/Not a Third Party Servicer.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither ATI nor its affiliates or divisions, including NHA intend to be a "Third Party Servicer" as that term is defined in 34 C.F.R. § 668.2 or





as used under Title IV of the Higher Education Act of 1965, as amended. Customer should not include ATI, NHA or ATI-AH in its institutional reporting requirements to the U.S. Department of Education pursuant to 34 C.F.R. § 668.25(e).

(b) **Force Majeure.** Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such party. Such causes shall not excuse Customer from paying properly due and payable amounts due to NHA through any available lawful means acceptable to NHA unless the force majeure events prevents Customer from making any form of payment. If any such causes continue to prevent or delay performance for more than 180 business days, NHA may terminate this Agreement, effective immediately upon notice to the other party.

(c) **Notices.** All notices or approvals required or permitted under this Agreement shall be given in writing and signed by the authorized representatives of the Parties hereto. All such notices shall be hand delivered or sent to the Parties' respective addresses first set forth above or to such other address as either party may specify by written notice to the other. No failure or delay by either party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing.

(d) **Amendments.** This Agreement may be superseded or modified solely by written agreement signed by the authorized representatives of both parties hereto.

(e) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Kansas, U.S.A., excluding its conflict of law principles, and consent to exclusive jurisdiction in the state and federal courts located in Johnson County in any action related to this Agreement. The parties hereby waive any rights to a jury trial for any claim or cause of action arising out of this Agreement. In the event of any action related to this Agreement, the court shall have the power to award costs and attorney's fees to the prevailing party in such action. The parties specifically agree to exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act in the form adopted by any state from governing this Agreement and any transaction between the parties that may be implemented in connection herewith. All provisions of this Agreement that by their nature are intended to survive expiration or termination shall survive.

(f) **Assignment.** Customer may not assign any of its obligations, rights or remedies hereunder, in whole or in part, without the express written approval of NHA.

(g) **Restricted Government Rights.** The Products were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to NHA and/or its suppliers. For US Department of Defense units, the Products are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

(h) **Publicity.** NHA may use Customer's name in its list of customers. Any use beyond the foregoing shall require Customer's prior written permission. Customer may not use NHA's or ATI's name, logos or trademarks without prior express written permission of NHA. Under no circumstances is Customer permitted to state or imply that it, or that any software, program, course or training it licenses or offers, is certified, accredited, endorsed or approved by NHA or ATI.

(i) **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

(j) **Entire Agreement.** This Agreement and any Schedules constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties related to the subject matter hereof. In the event there are any terms and conditions on any NHA Order form, those terms and conditions shall not be part of the Agreement. Any waiver, modification or amendment of this Agreement will be effective only if in writing, referencing this Agreement and signed by each party to this Agreement. These terms supersede and exclude all prior or contemporaneous proposals, understandings, agreements, terms on any Customer purchase order, negotiations, and representations, whether oral or written, with respect to the subject matter of this Agreement. Notwithstanding the foregoing, if Customer seeks to be a test administration site, it will be obliged to execute and abide by the NHA Testing Center Criteria Attestation and all requirements for proctors set forth in the Proctor Manual for each testing location, or as otherwise arranged between the parties. Nothing herein negates or otherwise alters any terms and conditions imposed upon and agreed to by an Authorized User through NHA's registration process.

(k) **Compliance with Laws.** The parties will comply with all applicable laws, ordinances, rules and regulations governing their respective duties or responsibilities under this Agreement.

(l) **Headings.** The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.

(m) **Interpretation.** This Agreement shall be interpreted fairly in accordance with its terms.

11. SCHEDULES

The following attached Schedules are incorporated by reference into and made a part of this Agreement:

Schedule A

IN WITNESS WHEREOF, the Parties have executed this Agreement.


Assessment Technologies Institute, I.I.C., d/b/a National Healthcareer Association, by its authorized representative:

Signature: 
Tyson.Schmidt (Jun 26, 2023 16:58 CDT)

Email: Tyson.Schmidt@nhanow.com

Date: Jun 26, 2023

The District Board of Trustees of Broward College, Florida, by its authorized representative:

Signature: 
Mildred Coyne SVP, Workforce Education &
Name/Title: Mildred Coyne
Date: 6/20/2023



SCHEDULE A

This Schedule A ("this Schedule") sets forth the NHA Products, pricing, and License Term for Customer's use of the NHA Products and Services procured by Customer. This Schedule is subject to the terms of the NHA Master License and Services Agreement between Assessment Technologies Institute, LLC, d/b/a/ National Healthcareer Association, and Customer ("Agreement"). Terms used herein shall have the same meaning as set forth in the Agreement, unless separately defined herein. In the event of any inconsistency between the terms of the Agreement and this Schedule, this Schedule shall prevail.

1. Products

The following NHA Products are licensed to Customer for use in accordance with the Agreement and subject to the payment terms and fees described below. Orders for additional Products and/or Services subsequent to this initial order placed with the Agreement shall be as set forth on the applicable NHA Order and governed by the terms in the Agreement and this Schedule A.

Certified Clinical Medical Assistant (CCMA) Online Exam
Certified Clinical Medical Assistant (CCMA) Online Test Preparation Package
Certified EKG Technician (CET) Online Exam
Certified EKG Technician (CET) Online Test Preparation Package
Certified Medical Administrative Assistant (CMAA) Online Exam
Certified Medical Administrative Assistant (CMAA) Online Test Preparation Package
Certified Billing and Coding Specialist (CBCS) Online Exam
Certified Billing and Coding Specialist (CBCS) Online Test Preparation Package
Certified Phlebotomy Technician (CPT) Online Exam
Certified Phlebotomy Technician (CPT) Online Test Preparation Package
Certified Electronic Health Records Specialist (CEHRS) Online Exam
Certified Electronic Health Records Specialist (CEHRS) Online Test Preparation Package
Certified Patient Care Technician (CPCT/A) Online Exam
Certified Patient Care Technician (CPCT/A) Online Test Preparation Package
Certified Pharmacy Technician (ExCPT) Online Exam via PSI
Certified Pharmacy Technician (ExCPT) Online Test Preparation Package
Medical Terminology
Anatomy and Physiology

2. Fees

Fees for use of NHA Products shall be paid as follows:

Certified Clinical Medical Assistant (CCMA) Online Exam = \$152.00 per first attempt
Certified Clinical Medical Assistant (CCMA) Online Test Preparation Package = \$78.85 per package
Certified EKG Technician (CET) Online Exam = \$118.75 per first attempt
Certified EKG Technician (CET) Online Test Preparation Package = \$71.25 per package
Certified Medical Administrative Assistant (CMAA) Online Exam = \$118.75 per first attempt
Certified Medical Administrative Assistant (CMAA) Online Test Preparation Package = \$74.10 per package
Certified Billing and Coding Specialist (CBCS) Online Exam = \$118.75 per first attempt
Certified Billing and Coding Specialist (CBCS) Online Test Preparation Package = \$74.10 per package
Certified Phlebotomy Technician (CPT) Online Exam = \$118.75 per first attempt
Certified Phlebotomy Technician (CPT) Online Test Preparation Package = \$71.25 per package
Certified Electronic Health Records Specialist (CEHRS) Online Exam = \$118.75 per first attempt
Certified Electronic Health Records Specialist (CEHRS) Online Test Preparation Package = \$71.25 per package
Certified Patient Care Technician (CPCT/A) Online Exam = \$152.00 per first attempt
Certified Patient Care Technician (CPCT/A) Online Test Preparation Package = \$71.25 per package
Certified Pharmacy Technician (ExCPT) Online Exam via PSI = \$118.75 per first attempt
Certified Pharmacy Technician (ExCPT) Online Test Preparation Package = \$78.85 per package
Medical Terminology = \$71.25 per unit
Anatomy and Physiology = \$71.25 per unit

All fees are due and payable in accordance with the terms of the Agreement and based upon an Estimated Projected Use of 100 users annually. If Customer has not paid NHA fees in accordance with the payment terms of the Agreement, in addition to other remedies available to NHA, NHA reserves the right to deactivate online access to the Products and demand a return of all Products then in Customer's possession.

3. Obligations of the Customer

In connection with the Customer's License to use the NHA Products and Services listed herein, in addition to the other Customer obligations set forth in the Agreement:

- a. The Customer is responsible for the administration and use of the Products, in accordance with written guidelines and requirements provided by NHA.



- b. The Customer will maintain the confidentiality, security and integrity of the Products provided, placing special security emphasis on all examination questions and answers. Any Customer that is approved as a test administration site is absolutely and unconditionally responsible to secure its facilities and procedures such that all test data, questions and answers provided hereunder do not leave the Customer's control and custody at any time and all test administration site criteria have been met and enforced.
- c. The Customer will not alter, reproduce or copy the Products in any way, and will at all times assure that all copyright and other proprietary notices on NHA Products remain intact, unaltered and prominent. The Customer will never claim or suggest that any Product is other than the intellectual property of ATI, NHA, or their affiliates.
- d. The Customer will not utilize, or permit to be utilized, any Products by anyone who is not an Authorized User, in accordance with the terms of the Agreement.
- e. If customer is a legacy customer permitted to administer paper/pencil exams, within 3 business days after each examination date, Customer will return all exams to NHA, whether exam booklets are used or unused, via a delivery method that can be track and confirm delivery.

4. Standard Services

The following NHA Standard Services will be delivered and are included in the fees set forth above in Section 2:

- a. Authorized users will have access to examination materials at the registered exam test site, on the registered exam date and during the time period scheduled for the exam administration (unless there is an uncontrollable system failure/outage, or problems with the transportation/delivery of the Product).
- b. Customer will have access to a dedicated Client Account Manager and Authorized Users will have access to customer support via the NHA toll-free telephone number.
- c. Online reporting tools as may be made available by NHA to Authorized Users.

5. Supplemental Services. N/A

Signature: 
Tyson.Schmidt (Jun 23, 2023 12:04 CDT)

Email: Tyson.Schmidt@nhanow.com








MLSA Broward College Workforce Development

Final Audit Report

2023-06-23

Created:	2023-06-23
By:	Amanda Huie (amanda.huie@nhanow.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi1f0wrfPOwfsAVDSYXZwfKtBS1tvuBSGs

"MLSA Broward College Workforce Development" History

-  Document created by Amanda Huie (amanda.huie@nhanow.com)
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NHA Agreement or Addendum

Final Audit Report

2023-06-26

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"NHA Agreement or Addendum" History

-  Document created by Amanda Huie (amanda.huie@nhanow.com)
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New Agreement

Final Audit Report


2024-07-31

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