



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with American Databank LLC to provide clinical compliance solutions including background checks, drug screenings, and immunization tracking, for clinical externship placements on an on-needed basis during FY2024-20205. Fiscal Impact: Cost \$9,408.00

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

What is the purpose of this contract and why is it needed? This purchase order is needed to procure clinical compliance solutions from American Databank, LLC. These solutions include background checks, drug screenings, and immunization tracking, mandatory for students to participate in clinical externships at hospitals and local healthcare facilities. This acquisition is essential to ensure adherence to healthcare industry standards and regulatory requirements on an on-needed basis during FY2024-2025. The estimated revenue from tuition and course fee is \$150,304.00.

What procurement process or bid waiver was used and why? The procurement process category one (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. Additionally, one quote was obtained, identifying the best value for the required commodity or service. No bid waiver was used.

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, Cost Center: CC0084, Line Item: 64500: Other Services

Has Broward College used this vendor before for these products or services? Yes, Broward College is currently using American Databank to process healthcare industry standards and regulatory requirements for students to participate in clinical externships at local healthcare facilities.

Was the product or service acceptable in the past? Yes, upon completion of American Databank services, local healthcare facilities (hospitals and physician offices) accept students for clinical placement.

Was there a return on investment anticipated when entering this contract? Yes, the anticipated return on investment is applying increased readiness for students to enter clinical healthcare settings.

Was that return on investment not met, met, or exceeded and how? Yes, the return on investment was met. Through services provided by American Databank, students have an increased readiness to enter the clinical healthcare setting, preparing them for job-placement.

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, as it provides the learner with a customized learning experience by responding to the distinct needs of students and healthcare facilities.
2. Create Impactful Career Connections, by answering the call for healthcare professionals.

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: \$9,408.00 (CC0084, FD102, BU060, PG000068).

10/29/24	CC0084 · CWE Health Education Supplemental	(\$9,408.00)
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


APPROVAL PATH: 12490 American Databank LLC - Clinical Compliance Solutions FY2024-2025

 **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	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Zaida Riollano	Procurement Approval		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Board Clerk	Agenda Preparation		 Pending	
9	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	
10	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

American DataBank, LLC

QUOTE

700 17th Street 10th Floor
 Denver, CO 80202
 Phone: 720-287-7585

Broward College
 Continuing Education
 3501 Davie Road
 Davie, FL 33314
 ATTN: Jessica McCloud

		DATE	QUOTE
		8/21/2024	SEE BELOW
ITEM	DESCRIPTION		AMOUNT
Complio Account - Bundle	Over 21 in Florida		\$ 166.00
	10 Panel Drug Screening		
	Criminal Background Check 21 years and older		
	VECHS - in state students		
	Compliance Tracking		
Complio Account - Bundle	Under 21 in Florida		\$ 158.00
	10 Panel Drug Screening		
	Criminal Background Check under 21 years old		
	VECHS - in state students		
	Compliance Tracking		
Complio Account - Bundle	Over 21 Out of Florida		\$ 168.00
	10 Panel Drug Screening		
	Criminal Background Check 21 years and older		
	VECHS - out of state students		
	Compliance Tracking		
Complio Account - Bundle	Under 21 Out of Florida		\$ 160.00
	10 Panel Drug Screening		
	Criminal Background Check under 21 years old		
	VECHS - out of state students		
	Compliance Tracking		
Complio Account - Tracking	Compliance Package (12 Months)		\$ 35.00
Complio Account - Screening	VECHS In State Students		\$ 57.00
Complio Account - Screening	VECHS Out of State Students		\$ 59.00
Complio Account - Screening	Criminal Background Check 21 years and older		\$ 33.00
Complio Account - Screening	Criminal Background Check under 21 years old		\$ 25.00
Complio Account - Screening	10 Panel Drug Screening		\$ 31.00
Complio Account - Screening	Clinical Rotation Access		\$ 10.00
Quote is based on base price only. Additional fees may apply			
Thank You For Your Business!			

Master Service Agreement for Background Screening & Immunization Tracking (Complio Full Service)

This Master Service Agreement for Immunization Tracking (this "Agreement") is made by and between on the one hand **American DataBank, LLC** ("ADB") and on the other hand **District Board of Trustees of Broward College, Florida** (the "Institution"). The effective date of this Agreement is the date indicated below Institution's signature at the end of this Agreement.

Background Statement

ADB has developed a proprietary software system and database for tracking and reviewing individual health information records (the "Complio Technology"). This Agreement sets forth the material terms and conditions under which ADB will license its Complio Technology to the Institution and develop for the Institution a unique website and software system (hereinafter the "System") to enable users of the System (e.g., prospective or current students or other participants in the program ("Students")) to assemble in one place their immunization and other personal information records. Separately, this Agreement also addresses the terms and conditions on which ADB will provide background screening services. This Agreement constitutes a legally binding agreement between ADB and the Institution.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, ADB and the Institution (hereinafter the "Parties") agree as follows:

Terms of Agreement

1. **ADB Obligations:** ADB agrees to provide the following services (hereinafter, the "Services"):

- (i) **Development of Rules.** ADB will work with the Institution to identify the immunization criteria and rules that need to be tracked for each Institution department that has unique immunization requirements ("Rules"). ADB shall develop and maintain a unique System for each set of immunization Rules identified by the Institution. The Rule requirements as determined by the Institution and accepted by ADB are set forth in **Exhibit A**.
- (ii) **Development of Unique Website.** ADB will develop a unique website and software System that Students can use to enter, and the Institution can use to track, completion of immunization and other health record requirements for each Student.
- (iii) **Uploading Functionality.** The System will enable Students to upload documents and related information, including scanned documents and readable digital photo images under 5MB, in a manner that can be viewed by the Institution.
- (iv) **"Review and Assist" Service.** As part of this Complio Full Service Agreement, ADB will use reasonable efforts to Review the health records submitted by each Student and Assist Students to complete the uploading of documents that comply with the Rules created by the Institution as set forth in **Exhibit A** ("Review and Assist Service"). For each Rule requirement the ADB Reviewer will indicate the Reviewer's initial assessment of compliance with the Rules, e.g. complete or incomplete. Students who are "complete" for all applicable Rules will become "Ready for Review and Verification" by the Institution. Students who are "incomplete" with respect to one or more Rule requirements will be contacted by ADB and advised of the need to supply the missing immunization documents. ADB will use reasonable efforts to assist "incomplete" Students to achieve compliance.
- (v) **Rule Change Requests.** When the Institution needs to modify or update its immunization tracking requirements, ADB will reprogram Institution's System to accommodate these Rule Change requests. Fees may be incurred for frequent Rule Change requests as described in **Exhibit B**. A "Rule Change" is defined as any request to change one or more items programmatically in the System or to modify review criteria. Any Rule Changes wherein all changes can be completed at one time would constitute one Rule Change.
- (vi) **Reminders.** For Students, the System will transmit email reminders, automatically and at intervals as determined and configured by the Institution, including at various intervals preceding expiration, on date of expiration, as well as various intervals following expiration. Such reminders will be sent for all items associated with an expiration as constructed in the System, as agreed between the Institution and ADB at the time the System is customized for the Institution.
- (vii) **System Access and Support.** ADB shall manage and maintain the System so that the Institution has access and ability to view the status of the personal information and records uploaded by each Student. ADB shall have the right at any time, without prior notice to the Institution, to make changes, upgrades and enhancements to the System, provided that the Institution shall be given immediate notice if any such changes cause the System to be inaccessible for any period of time. The Institution agrees that ADB may shut down the System without notice in the event any contaminated or unauthorized document is uploaded to the System.
- (viii) **Security.** ADB shall take such precautions and implement such security safeguards as are customary in similar data management businesses to prevent unauthorized access to Student information maintained on its System.
- (ix) **Background Screening; FCRA Compliance.** ADB is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act ("FCRA" at 15 U.S.C. Section 1681 *et seq.*). Upon Institution's request, ADB will perform selected background screening services. In performing these services ADB agrees to comply with the requirements of all federal and state laws and regulations applicable to a Consumer Reporting Agency.

2. **Institution Obligations:** The Institution shall be responsible to:

- (i) Communicate with clinical sites and all relevant faculty and staff at the Institution to identify all immunization compliance requirements BEFORE ADB begins work to customize your System. The Institution must attest in writing that all immunization Rules and requirements have been identified before ADB begins work to customize the System.
- (ii) Inform each Student in writing of the immunization requirements applicable to that Student.
- (iii) Require each Student to enter all personal information and immunization data in the manner required by the System. Students must create an account with their personal information in order for the System to function.
- (iv) Inform and educate appropriate Institution instructors, faculty and staff regarding their duty to inform and educate Students on how to use the System to satisfy immunization requirements.
- (v) Explain and document to ADB the steps the Institution has taken to create multiple communication channels for educating Students about System procedures and requirements.
- (vi) Obtain from each Student during the admissions process a signed form whereby the Student consents to certain disclosures of his/her personal health information and records.
- (vii) Limit distribution of System access codes and passwords to only those persons having a "need-to-know". Sharing System access codes and passwords with unauthorized third parties shall be a material breach of this Agreement.
- (viii) The Institution shall conduct its own independent review of the health records submitted by each Student and shall retain responsibility to verify compliance of those records with the

Rules the Institution creates as described in **Exhibit A**. Prior to the launch of the System, all set up requirements will be signed off by Institution administrators or designated personnel with signed, written approval. Immunization Rule Changes or updates to the System after the requirements have been signed off by the Institution may be subject to additional fees. Any change may take up to six weeks depending on the schedule of ADB's Information Technology Department at that time. This is to ensure proper testing of the System's calculations in processing the updated requirements. Prior to completing any Rule Change, an Institution official must approve, via a signed statement, all changed/added/retracted requirements as they appear on the System.

- (ix) In the event Institution orders background screening services from ADB or reviews Consumer Report Information (defined in Exhibit C) that has been uploaded into the System by Applicants or third parties, Institution agrees to comply with all the terms and conditions of the FCRA Compliance Provisions attached hereto as **Exhibit C** as if said terms and conditions were set forth in full herein. As consideration for ADB's performance of background screening services, Institution agrees to pay ADB, or cause its Applicants to pay ADB, the fees set forth in **Addendum #1 to Exhibit C**.

Prior to the launch of the System, all set up requirements will be signed off by Institution administrators or designated personnel with signed, written approval. Immunization Rule Changes or updates to the System after the requirements have been signed off by the Institution may be subject to additional fees. Any change may take up to six weeks depending on the schedule of ADB's Information Technology Department at that time. This is to ensure proper testing of the System's calculations in processing the updated requirements. Prior to completing any Rule Change, an Institution official must approve, via a signed statement, all changed/added/retracted requirements as they appear on the System.

- 3. Student Obligations:** Each Student shall be advised of his/her responsibility for the following:
- (i) Obtaining from his/her health care provider, on a form provided by the Institution or in other acceptable documentation as defined by the Institution, a written medical report that confirms the specific compliance item, any results associated with that item, provider name and provider date for each compliance item as required by the Institution.
 - (ii) Each Student shall enter his/her immunization information in the System in the manner prescribed by his/her Institution.
 - (iii) Each Student shall scan, or otherwise cause to be made into electronic format, any and all required documentation as requested by the Institution. These documents shall be uploaded by the Student.
 - (iv) Each Student shall receive and, with diligence, respond to automatic emails from the System (and from any Institution administrators having access to the System) by providing information and additional documentation as requested.
 - (v) Each Student must have sufficient experience and knowledge of computers, and access to a computer, to upload their health information to the System without assistance from ADB.
 - (vi) Each Student must pay (or the Institution must pay) a Subscription Fee for a specified duration (e.g. one year, two years, multiple years) for access to the System (the "Subscription Period").

The Institution agrees to take reasonable steps as needed to inform Students regarding the above list of Student Obligations.

4. Grant of License:

In consideration of the payments made pursuant to Section 5 below, and subject to all the terms of this Agreement, ADB hereby (1) agrees to perform the ADB Services and (2) grants the Institution and its Students a limited right and license to use the Complio Technology (hereinafter the "License") to access the System during the Subscription Period.

5. Payment for ADB Services:

As consideration for performance of the ADB Services and the License granted herein, the Institution agrees to pay ADB, or cause its Students to pay ADB, the Fees as set forth in **Exhibit B** hereto. If this Agreement is terminated by the Institution, or if a Student decides to discontinue using the System, ADB shall not be obligated to refund any portion of the prepaid Subscription Fee paid unless the termination resulted from willful misconduct or a material breach of this Agreement by ADB that has not been cured within a reasonable time.

6. Disclaimer; Mutual Release; Limitation of Liability:

The Institution understands that the vaccination, immunization and other health information received by ADB is obtained "AS IS"; accordingly the information and records uploaded by Students are delivered "AS IS". ADB makes no representation or warranty, express or implied, regarding, and ADB shall not be responsible for the accuracy, validity, or completeness of any information or data submitted to or generated by the System. No assurance is given that the Services will be provided on an uninterrupted basis. ADB expressly disclaims any and all such representations and warranties. ADB hereby releases the Institution from any liability for damages arising from ADB's failure to comply with its obligations under Section 1 above. The Institution hereby releases ADB from any liability for damages arising from the Institution's failure to comply with its obligations under Section 2 above. In the event either party is liable to the other party for any matter, whether arising in contract, equity, or tort, the amount of damages recoverable will not include any amount for indirect or consequential damages.

ADB does not guarantee Institution's compliance with applicable laws regarding Institution's use of reported information and does not provide legal or other compliance-related services upon which Institution may rely. Institution understands that no part of this Agreement, and no part of any communication with ADB's representatives regarding background searches, reviews or other Services offered by ADB, shall be considered legal advice on which Institution may rely.

7. Compliance with Laws:

The Institution and ADB each agree to comply with, and require their respective employees, agents and subcontractors to comply with, all applicable federal, state and local laws and regulations.

8. Independent Contractor:

It is expressly understood that the Parties to the Agreement will be acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship. Nothing in the Agreement shall be construed as creating a partnership or joint venture between the Parties. ADB and its officers, directors, employees, and its agents and affiliates shall not be deemed to be employees of the Institution.

9. Copyright and URL Ownership:

ADB retains all copyrights and other ownership rights in the System and the associated URL, except for any logos or trademarks owned by the Institution that may be used in conjunction with the System, as deemed appropriate by written agreement between ADB and the Institution. The System and all associated interfaces and URLs are the property of ADB and may not be copied or duplicated without the written consent of ADB.

10. **Term and Termination:**

- (i) The term of this Agreement shall be for two (2) years commencing as of the effective date, and will renew upon mutual agreement of the parties for successive one-year periods with written notice of renewal at least sixty (60) days prior to the end of the current term (the "Term"), provided, however, that this Agreement may be terminated by Institution at any time during the initial two-year Term by reimbursing ADB for its upfront costs in building each of Institution's customized Systems, which costs shall be \$2,000 if termination occurs in the first 15 months and \$1,000 if termination occurs during months 16 – 24 following the Start Date. Either party may terminate this Agreement at any time without consequence in the event of a material breach of this Agreement by the other party and such breach has not been cured for thirty (30) days subsequent to written notice by the non-breaching party to the breaching party (a "for cause" termination). Termination of this Agreement shall, in ADB's discretion, result in termination of the License.
- (ii) The Institution has specified in **Exhibit B** the minimum number of Student subscriptions expected during the first year and thereafter (the "Student Subscription Count"). The Student Subscription Fee in **Exhibit B** has been determined based on Institution's estimate of the Student Subscription Count. If the number of students actually subscribing to the System in the first year and thereafter falls below 80% of the estimated Student Subscription Count specified in **Exhibit B**, ADB shall have the right, in its discretion, to increase the Student Subscription Fee by up to 20% or negotiate a mutually-agreed amendment of this Agreement. If a mutual amendment of this Agreement cannot be reached, ADB shall have the right to shut down the System and terminate this Agreement. In the event ADB terminates this Agreement pursuant to this Section 10(b) or "for cause", ADB may terminate the License and shall have no obligation to refund any portion of the prepaid Subscription Fees previously received.

11. **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with Institution under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Institution and its officers and employees for any violation of this section, including, without limitation, defending Institution and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Institution, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Institution arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

12. **Miscellaneous:**

This Agreement shall be interpreted under, and construed in accordance with, the laws of the State of Florida, without reference to its principles of conflicts of laws. Venue of any dispute resolution proceeding shall be in Florida if the proceeding is initiated by ADB and shall be in Fort Lauderdale, Florida if the proceeding is initiated by Institution.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of the Agreement and cancels, terminates and supersedes any prior or contemporaneous agreement or understanding, whether oral or

written, including any and all oral or written precedents, on this subject between the ADB and the Institution. This Agreement may be amended or supplemented only by written agreement signed by both Parties.

The headings of the sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All notices pursuant to this Agreement shall be in written form, and shall be deemed delivered (a) on the date receipt of an email is confirmed if notice is delivered by email or (b) on the business day designated as the delivery date if sent by reputable overnight courier. All such notices and other communications shall be addressed to the Parties at the respective addresses set forth as follows, or at such other address as a party may designate upon ten (10) days' prior written notice to the other Party:

If to ADB, to:
 American DataBank, LLC
 110 16th Street, 8th Floor
 Denver, Colorado 80202
 Attn: Mr. Toshi Akiyama, CEO
 Email: cs@americandatabank.com

If to Institution, to:
 The contact information listed below under Institution's signature of this Agreement.

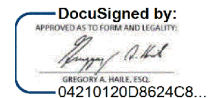
Signatures sent via facsimile (or by means of other commonly-used electronic means (e.g. email, PDF)) shall be considered originals. **Exhibits A, B, C and D** to this Agreement are deemed fully incorporated herein and form a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

AMERICAN DATABANK, LLC
DocuSigned by:
 Signature: Toshi Akiyama
C4B2B82E4C104C0...

District Board of Trustees of Broward College, Florida
DocuSigned by:
 Signature: Marielena DeSanctis
4FBD37B0FBF1490...
 Name & Title: Marielena DeSanctis
 Effective Date: _____
 Address: _____

Phone / Ext.: 6510
 Email: mdesantc@broward.edu



OPERATIONS CONTACT

Name: _____
 Address: _____

Phone / Ext.: _____
Email: _____

BILLING CONTACT (if applicable)

Name: _____
Address: _____

Phone / Ext.: _____

Email: _____

ADDITIONAL CONTACT

Name: _____
Address: _____

Phone / Ext.: _____
Email: _____

Exhibit A: RULES FOR IMMUNIZATIONS AND OTHER HEALTH RECORDS

Requirement
Up to 15 requirements

Review and Assist Service – Review Standards

When ADB reviews documentation, we confirm the presence of a common set of elements:

- Provider name stamped/printed (OR) ADB or School-provided form
- Date of service/date on document
- Combination of individual’s first/middle/last name (current or former)
- Provider signature or stamp, if one of those fields is on the document
- Immunization or compliance item name or equivalent

In addition, the elements listed below are confirmed when the following requirements are reviewed:	
TST/PDD	Confirmation of elements listed above Read date (if only one date is listed on document, it is considered the read date) Positive/negative result OR induration of 0mm
Quantiferon TB Gold Test	Confirmation of elements listed above Positive/negative result
T-SPOT	Confirmation of elements listed above Positive/negative result
Chest X-Ray	Confirmation of elements listed above Does not indicate abnormality or active disease
TB Clearance Letter	Student name Date Statement referencing TB symptoms (list or general statement)
Shots	Confirmation of elements listed above Combined shots can be used to fulfill requirement of individual diseases as long as number of required shots does not vary
Titers	Confirmation of elements listed above Must include results (immune, reactive, positive, quantitative). If quantitative, must have a reference range OR qualitative result.
Labwork	Typeset name of provider Student name Date (collected, entered or reported) Reference range of results OR collection date of test/draw May NOT be handwritten
CPR	Issuing agency and type match requirement Student name Issuance date (month/year or month/day/year)
Basic Certification	Matches client requirement name Student name
Liability Insurance	Insurance provider, issue date and expiration date Student Name
Health Insurance	Insurance provider Student name or surname
Professional License	Issuer and expiration date Student name
Physical Exam	Confirmation of elements listed above Document must indicate a physical was performed
Client Specific Form	Matches unique client provided or approved form Student name
Background Check, Drug Screen, Employment or Education Verification	Completed by American DataBank Student name

Exhibit B: STUDENT SUBSCRIPTION FEES AND COSTS

Student Subscription Fee

In consideration of ADB’s development of the Institution’s customized System, the License granted herein and the Services performed by ADB hereunder, including Review and Assist Services, the Institution agrees to pay ADB, or cause its Students to pay ADB, a Subscription Fee. The Subscription Fee shall reflect in part the complexity of the Rules identified in **Exhibit A** and the duration of the Subscription Period.

Student Subscription Count. The Subscription Fee shall reflect the Student Subscription Count, which is the Institution’s estimate of the number of Students who will use the System during the first year following the Start Date and thereafter. If the actual Student Subscription Count declines by more than 20% compared to the estimated first-year Student Subscription Count, the Subscription Fee may be increased pursuant to Sections 10(ii) of this Agreement.

Institution’s estimate of the first-year Student Subscription Count is 2,000.

Payment of the Subscription Fee shall cover all costs associated with a Student’s initial user interface inquiries, access and associated correspondence, during the Subscription Period. The Subscription Fee also includes the Review and Assist Service described in Section 1(iv) of this Agreement.

The initial Subscription Fee shall be \$35 per Student.

The Subscription Period shall be for the standard duration of the certificate program or degree program as defined by the Institution during the set up process.

This Fee shall be paid (check one): By Student: By Institution: .

The Institution shall conduct its own independent review of the health records submitted by each Student and shall retain responsibility to verify compliance with the Rules it creates as described in **Exhibit A**.

If the Institution desires ADB to perform additional review services related to Rule compliance, then on a case by case basis ADB will develop a plan and make Reviewers available to perform those additional services for a mutually-agreed fee.

Rule Changes: Our back-end algorithm for rule changes is very complex and robust. As such, it requires an IT engineer to make many adjustments to the database according to the modifications requested. If not consolidated into a single, once-per-year event, multiple Rule Changes made at multiple times could cause all of your students to become “non-compliant” and could trigger non-compliant email notifications, resulting in confused and upset students. Accordingly, please observe the following procedures when requesting Rule Changes. We recommend that:

- Rule Change requests should be consolidated into a single event at the start of the academic year;
- ADB should be notified of the Rule Changes at least eight (8) weeks prior to their effective date; and
- At least six (6) weeks prior to the effective date the Rule Changes should be confirmed by email or other writing that has been approved by all faculty, administrators, deans and clinical agencies involved in the process.

The above recommendations are designed to avoid confusion among students and prevent compliance delays. American DataBank will work with you to accommodate unique circumstances where these procedures cannot be followed. However, repeated disregard for these procedures may result in additional project fees based on the amount of IT time incurred to effect multiple Rule Changes in the same year at the rate of \$150/hr.

Exhibit C

FCRA Compliance Provisions

These FCRA Compliance Provisions form a part of that certain Master Services Agreement for Background Screening & Immunization Tracking by and between on the one hand **American DataBank, LLC** (“ADB”) and on the other hand **Broward College** (the “Institution”).

1. Institution acknowledges and agrees that the Fair Credit Reporting ACT (“FCRA”) regulates Institution’s use of information bearing on a consumer’s “character, general reputation, personal characteristics, or mode of living” including without limitation criminal history, drug, and personal health information (hereinafter “Consumer Report Information”) when that Information is communicated by a consumer reporting agency like ADB.
2. A Search Report, also referred to in the FCRA as a Consumer Report, is a report that contains Consumer Report Information on a Student or Employee. The FCRA governs the conduct of users of as well as the conduct of consumer reporting agencies that produce Search Reports. Among other things, the FCRA requires that Institution, and other third-party end-users and affiliated entities who receive access to Consumer Report Information through Institution (hereinafter, “End-Users”), must have a permissible purpose and must follow certain procedures, including “adverse action” notices, as indicated below:

A. Students. Regarding the permissible purpose for Student Search Reports, Institution certifies that the Search Report is obtained in accordance with the written instruction of the Student in connection with the Student’s educational program, and for no other purpose. For all Students, Institution has made an independent determination that the Search Report is being used to evaluate the Student’s ability to meet graduation requirements, and is not being used for employment purposes. Institution shall direct Students to identify themselves as Students, and not as Employees, when they use the System. A Student who is denied admission to a school or clinic based on his/her Consumer Report Information shall be given the final adverse action notice prescribed by Section 615(a) of the FCRA.

B. Non-Student Employees. Regarding the permissible purpose for Employee Search Reports, Institution certifies that the Search Report is obtained in order to evaluate the Employee for employment, promotion, reassignment or retention as an employee, and for no other purpose. Institution shall direct Employees to identify themselves as Employees, and not as Students, when they use the System. Whenever Institution uses a Search Report to evaluate an Employee for employment, promotion, reassignment or retention as an employee, Institution agrees and certifies that it will follow all applicable FCRA provisions, including without limitation all Federal and State equal employment opportunity laws. The provisions of FCRA Section 604(b) are briefly outlined below. With respect to all non-Student Employees, Institution hereby certifies and agrees that:

- a. **Disclosure and Authorization.** Prior to obtaining or causing ADB to obtain a Search Report, Institution will provide Employee with a clear and conspicuous written

disclosure, *in a document consisting solely of the disclosure*, that a consumer report is being requested for employment purposes. Employees must also authorize in writing Institution and End-Users to obtain the Search Report. Reference FCRA Section 604(b)(2).

- b. **Certifications.** Prior to accessing the results of a Search Report in the System, Institution shall certify the statements required to be certified by Section 604(b)(1)(A) of the FCRA. A form for this purpose will be displayed by the System immediately before End-Users can have access to Consumer Report Information that was ordered for an employment purpose. This form shall be signed by an authorized representative of Institution or other End-User.
- c. **Adverse Action.** Before Employee is denied employment, or a different adverse employment action is taken, based in whole or part on Consumer Report Information, Institution agrees and certifies that it will comply with the adverse action procedures required by the FCRA including all necessary actions to:
 - Provide a preliminary adverse action notice to Employees, along with a copy of the Search Report and “A Summary of Your Rights Under the Fair Credit Reporting Act” (Reference FCRA Section 604(b)(3));
 - Before taking any adverse action, allow the consumer at least five business days to contact ADB if Employee wishes to dispute any information in the Search Report;
 - Provide ADB’s contact information; and
 - Provide a final adverse action notice to the Employee if a final adverse employment decision (e.g. denying employment or promotion) is made (Reference FCRA Section 615(a)).

ADB advises Institution that it has specific legal responsibilities when taking adverse action against an Employee based on a Search Report and that Institution should consult with its legal counsel regarding these responsibilities. The adverse action notice procedures are intended to give the Employee an opportunity to dispute any information contained in the background Search Report / Consumer Report.

C. All Users. With respect to all persons for whom a Search Report is procured, Institution agrees as follows:

- a. **Confidentiality.** By signing this Agreement, Institution confirms that it understands the sensitive nature of the information contained in Search Reports, the need to protect the information in Search Reports, and the need to comply with the retention and destruction practices outlined in the FCRA and the Driver Privacy Protection Act (the “DPPA” at 18 U.S.C. Section 2728 *et seq.*). Institution agrees to:
 - ◇ Limit use and distribution of Student /Employee information to only those with a legitimate need, permissible purpose, and who have been authorized by Student / Employee.

- ✧ Retain Student / Employee data in a confidential manner.
 - ✧ Protect the privacy of Student / Employee information contained in motor vehicle records, and access DMV records only with written consent of Student / Employee.
 - ✧ Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
 - Burning, pulverizing, or shredding
 - Destroying or erasing electronic files, and/or
 - After conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (e.g. name, date of birth and SSN), if retained at individual desks /workstations, shall be destroyed or inaccessible no later than the end of each work day.
- b. Requirements for End-Users/Affiliates. Institution understands that the FCRA regulates all third-party End-Users (e.g., affiliated schools, hospitals and clinics that have access to Search Reports via ADB or the System). Accordingly, Institution agrees to (i) identify all End-Users who will be given access to Search Reports and (ii) inform End-Users that they must use the Complio System to certify their purpose in accessing Search Reports and agree to follow other FCRA requirements, including notification to applicants of their FCRA rights

when an adverse decision is made based on their Consumer Report Information.

3. **COMPLIANCE WITH LAWS.** Institution certifies to ADB that it will comply with all applicable laws and regulations and will not use information in the Search Report in violation of any applicable federal, state or local laws, including but not limited to the FCRA and Equal Employment Opportunity laws or regulations. A summary of FCRA requirements for users of Search Reports, including Institution, is available on ADB's website under "Legal Guidelines."
4. **LEGAL COUNSEL.** Institution acknowledges that federal and state laws impose specific legal obligations regarding the use of Consumer Report Information provided by a consumer reporting agency like ADB and that Institution should consult with its own legal counsel regarding its legal responsibilities and the procedures it should follow with respect to such Information and related FCRA forms. Institution understands that ADB does not act as legal counsel to Institution and does not provide any legal advice to Institution. It is important that Institution work with its own legal counsel to develop a background screening program specific to its needs.

Exhibit C
Addendum #1

[To be completed by ADB and Institution before background screening services commence.]

List of Background Screening Packages and Fees

Package	Price (Per Student)
Criminal Background Check – 21 years and Older Includes: <ul style="list-style-type: none"> • Nationwide Sex Offender Search • Healthcare Exclusions Sanctions List <ul style="list-style-type: none"> ○ GSA ○ OIG ○ OFAC ○ FDA Debarment List • Social Security Number Trace and Address History¹ • Verification of Employment² 	\$33.00
Criminal Background Check – Under 21 years Old Includes: <ul style="list-style-type: none"> • Nationwide Sex Offender Search • Healthcare Exclusions Sanctions List <ul style="list-style-type: none"> ○ GSA ○ OIG ○ OFAC ○ FDA Debarment List • Social Security Number Trace and Address History¹ 	\$25.00
Clinical Rotation Tracking	\$10.00
10 Panel Drug Screening³ Includes testing for: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Methadone, Methaqualone, Propoxyphene, Marijuana	\$31.00
¹ If any address outside Florida within the past 7 years appear, they can be searched for an additional \$10.00 per county, except NY which will be a statewide search for an additional \$70. ² Third Party Fees may apply. ³ Drug Screening registrations expire after 30 days. If a registration expires, then the student will have to reorder and repay for another drug screening.	

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

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

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

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

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

6. Indemnification. For value received, the Vendor shall indemnify and hold the BC, 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 Agreement. 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 Agreement. This paragraph shall survive the expiration or termination of this Agreement.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees 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 arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

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

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain,

collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

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

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

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

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

15. Governing Law, Sovereign Immunity and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

16. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

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

BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

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

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public

records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC

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

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

18. Information Technology. If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the

security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

19. Compliance with Export Control Regulations. The Vendor acknowledges they must comply with

export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

20. PCI DSS. If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

21. Deletion. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

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

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

American Databank
VENDOR: Click or tap here to enter text.

By:  _____

Name: Toshi Akiyama
Title: CEO
Date: 10/2/29