



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 a renewal agreement with EMSI (Lightcast) for Career Coach Software Subscription in the Employment Solutions Department by utilizing a bid waiver for information technology resources. Fiscal Impact: \$18,750.00 (Cumulative \$206,250.00)

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed?

Career Coach provides all Broward College (BC) students with an opportunity to explore different career pathways directly on the Broward College website. Career Coach includes a self-assessment based on John Holland's theory of personality that helps users identify their top three traits. Career Coach gives students instant feedback when they finish the assessment, immediately mapping their results to various industries and careers. Career Coach then connects those careers to academic programs at BC, providing students with a clear pathway to pursue their goals.

The student also sees the median salary for the career, and data on wages, education levels, and job descriptions. This creates a career vision for students, so that they are more likely to complete their program of study on time and succeed in their careers. This powerful online service uses Lightcast's comprehensive labor market data to help students find careers that match their strengths and discover programs at BC that will prepare them for success.

What procurement process or bid waiver was used and why?

This is a renewal using FL DOE Rule 6A-14.0734 (2)(g) and College Procedure A6Hx2-6.34 that provides exceptions to the competitive solicitation process for Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

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

Yes.

What fund, cost center and line item(s) were used?

Funding work tags: CC0843 FD107 GL64500: Software Subscriptions.

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

Yes.

Was the product or service acceptable in the past?

Yes, Career Coach can greatly benefit students and improve their overall experience in several ways, including easy access to career data, wages, job openings, and the projected industry outlook. This access empowers

students to explore various career options and make informed decisions about their future paths. Having this information readily available on the website eliminates the need for students to search multiple sources, making the career exploration process more efficient and accessible.

Students can easily access the career resources anytime, anywhere, using any device with internet access. Overall, Career Coach enhances students' career exploration, personalizes career guidance, improves comprehension through visual representation, enables tracking and analytics, promotes in-demand careers, and enhances accessibility and convenience. By offering comprehensive and user-friendly career support tools, this feature contributes to a more enriching and effective student experience.

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

The return on investment for this contract was to have at least 70% of those who started an assessment complete their assessment.

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

Yes, the percentage of users starting and completing an assessment in 2022-2023 was 81%, in 2023-2024 the completion rate is currently at 80%.

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

Yes, connecting students' academic programs to their career aspirations is key to supporting them as they actualize employment and find meaningful career opportunities, two of the main areas of focus for the College. The Career Coach tool matches students' interests through an online assessment to careers within a given industry. The results of the assessment help students set academic and career goals while employment solutions staff work with them to help them stay on track to achieving their goals.

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: -\$18,750.00 (CC0843, FD107, GL64500: Software Subscriptions)

04/30/24

CC0843 • College Placement

(\$18,750.00)

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

4/15/2024

APPROVAL PATH: 12075: EMSI (Lightcast): Career Coach (2024-2025)



Workflow

[Edit View](#)

[Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status	
1	Renee Law	AVP, Strategic Partnerships & Empl		✓ Completed	
2	Steven Tinsley	SVP of Workforce Education and In		✓ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✓ Completed	
4	Alina Gonzalez	Review		✓ Completed	
5	Raj Mettai	Review		✓ Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
7	Zaida Riollano	Procurement Approval		✓ Completed	
8	Christine Sims	Budget Departmental Review		✓ Completed	
9	Rabia Azhar	CFO Review		✓ Completed	
10	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
11	Electronic Signature(s)	Signatures obtained via DocuSig		✓ Completed	
12	Pending Counter-Signature(s)	Review		✓ Completed	
13	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
14	Board Clerk	Agenda Preparation		✓ Completed	
15	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	



Lightcast Representative: Kimberly Jones

Renewal Agreement

This Renewal Agreement is between The District Board of Trustees of Broward College, Florida of Fort Lauderdale, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast"), and is made pursuant to the Career Coach Agreement with a service start date of June 15, 2022 ("Existing Agreement").

I. Renewal Term

The Existing Agreement is hereby renewed for an additional term beginning June 15, 2024 ("Renewal Date") and ending June 14, 2025 (the "Renewal Term").

II. Fee

The fee for the Renewal Term is \$18,750.00, invoiced on the Renewal Date. Invoices are due 30 days from receipt.


III. Amendments

The parties hereby agree to amend the terms of the Existing Agreement as follows:

- No amendments.


All terms of the Existing Agreement not expressly modified herein remain in effect as originally stated.

For Lightcast:

 05/15/2024
 Authorized Signature Date
 Floyd Swanton
 Printed Name

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee:

 5/9/2024
 Authorized Signature Date
 Donald Astrab
 Printed Name

The District Board of Trustees of Broward College, Florida
 111 East Las Olas Blvd
 Fort Lauderdale, Florida 33301

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:	accountspayable@broward.edu		
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one) Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	





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- No amendments.

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For Lightcast:

08/25/2023

Authorized Signature

Floyd Swanton

Printed Name

Economic Modeling, LLC

232 N. Almon Street

Moscow, ID 83843

For Licensee:

8/16/2023

Authorized Signature

Mildred Coyne

Date

Printed Name

The District Board of Trustees of Broward College, Florida

111 East Las Olas Blvd

Fort Lauderdale, Florida 33301

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:			
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one) Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	



Lightcast Representative: Kimberly Jones

Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") is between The District Board of Trustees of Broward College, Florida of Fort Lauderdale, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast"). This Agreement amends, supersedes, and replaces the Career Insights agreement between Licensee and Burning Glass International, Inc., an affiliated company of Economic Modeling, LLC (the "Prior Agreement").

I. Description of Subscription Services

- a. Subscription Service Level. Lightcast will provide Licensee with access to the following web application(s): Career Coach and Career Coach Widget Builder ("Web App(s)") for the following geography ("Data Region"):
 - The counties primarily covered by a 100-mile radius from Licensee's main location, with the option to switch to Metropolitan Statistical Area (MSA) or ZIP code level data during implementation.
- b. Scope of Work. Initial delivery of the Web App(s) requires completion of a scope of work as described in Exhibit A ("Scope of Work"). The Scope of Work does not need to be reperformed upon renewal of this Agreement.

II. Subscription Term

- a. General. Lightcast will provide Licensee with access to the Subscription Services described above beginning June 15, 2022 (the "Effective Date") – or such later date as is recited in the Scope of Work – and ending June 14, 2023 (the "Subscription Term").

III. Fee

- a. General. The fee for the subscription is \$18,750.00, invoiced upon the Effective Date. Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

IV. Use of Career Coach and Career Coach Widget Builder

- a. Use of Career Coach. Career Coach allows anyone with access to Licensee's Career Coach site to search and browse local careers, obtain relevant labor market information, and see the related education and training offered by Licensee. Lightcast encourages wide access to the Career Coach tool. Licensee is free to grant public or private access to Licensee's Career Coach site, to allow access by other organizations (WIBs, high schools, etc.) which would benefit from Licensee's Career Coach site, and to allow other websites to display a link to Licensee's Career Coach site.
- b. Use of Career Coach Widget Builder. Unless specifically agreed in writing, Licensee may publish the widgets only on Licensee's primary institutional website. However, Licensee may make the widgets freely available to site visitors on the site where the widgets are published. Licensee may not make the source code for the Widget Builder or widgets available to any third party except as necessary to publish the widgets as permitted hereunder.

V. Terms of Service

- a. License. *This license applies to the extent Licensee is able to access data via the Web App(s) other than via the public interface (e.g., admin access to Career Coach).* Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Lightcast (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business – either for Licensee or for a third party – provided that Lightcast is cited as the source of the data. The citation shall be

substantially in the form described in the Knowledge Base article, "How Do I Cite Lightcast Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.

3. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Lightcast content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Lightcast. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any another application such as, e.g., an internal data dashboard.
5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
8. *This paragraph applies only if the Subscription Services include access to the text of individual job postings.* The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: "Analytics"). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited; except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).

b. Disclaimers

The Subscription Services are provided "as is," without warranty for a particular purpose or project. Lightcast is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss. Any inferences made using the Subscription Services are the sole responsibility of Licensee. No inference shall be attributed to Lightcast unless such inference is stated by Lightcast in a writing signed by an authorized Lightcast representative.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Lightcast uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription Services may differ significantly from actual circumstances or outcomes. In addition, Lightcast cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Lightcast updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Lightcast is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

VI. Limitation of Liability

LIGHTCAST'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO LIGHTCAST FOR THE PRODUCT OR SERVICE IN QUESTION.

VII. Applicable Law

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of Florida, and this Agreement shall be interpreted according to the laws of the state of Florida without regard to any conflict of law provisions.


VIII. Compliance with Laws

Lightcast warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for Lightcast to continue performance, Lightcast may immediately terminate its performance under this Agreement without penalty. If Lightcast terminates under this section, Lightcast will refund the unused portion of any prepaid fees.

IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Lightcast.

For Lightcast


 09/21/2022
 Authorized Signature Date

Floyd Swanton

Printed Name
 Economic Modeling, LLC
 232 N. Almon St.
 Moscow, ID 83843

For Licensee

DocuSigned by:

 9/21/2022
 718ED749A745435...
 Authorized Signature Date

John Dunnuck

Printed Name
 The District Board of Trustees of Broward
 College, Florida
 111 East Las Olas Blvd
 Fort Lauderdale, Florida 33301

Invoicing Information (to be completed by Licensee at time of signature)			
Invoice Contact			
Name			
Email			
Is a PO required? (check one) Yes <input type="checkbox"/> No <input type="checkbox"/>		Is Licensee tax-exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, Licensee must provide PO at time of signature		If yes, Licensee must provide tax-exempt certificate	

Exhibit A – Scope of Work

I. Career Coach Scope of Work

If Career Coach is included in the Subscription Service Level, Lightcast shall create a customized Career Coach site for Licensee which will be hosted by Lightcast at <http://yyyy.emsicc.com> (with the yyyy portion of the URL reflecting Licensee's organization with a name to be determined by the parties). The site will incorporate Licensee's logo and will be linked to and from Licensee's web site. Additional geographies for the site beyond the Data Region can be added upon request and will be included for an additional fee.

Career Coach will be created according to the following schedule:

1. *Data collection and review phase (one week)*: Lightcast will scrape Licensee's designated site location with the most updated list of Licensee's program offerings. Lightcast will collect all available electronic data regarding Licensee's programs and degrees to create a draft Career Coach site. Licensee will have the opportunity to review the program to occupation mapping and propose changes to Lightcast. *This step is applicable to educational institutions only.*
2. *Deliver Licensee's Live Career Coach Site (one week)*: Lightcast will push the site live. This site will be the final product and will incorporate any input received from Licensee.

Upon the Effective Date, Lightcast will begin creating Licensee's Career Coach site in accordance with the above schedule. Lightcast will push the site live within fifteen working days of the latter of either, the subscription start date, or receipt of the signed agreement.

Licensee agrees to make available one implementation coordinator to assist in the data collection and customization of Career Coach. Licensee agrees to take appropriate measures to make Career Coach visible to potential users and market Career Coach as appropriate.

Licensee will have the opportunity to review the site and propose changes to any customizable elements to Lightcast at any point within the contractual period. Lightcast will push the Career Coach site live in accordance with the above schedule, but cannot guarantee the accuracy of data embedded in the site. Lightcast will continue to work with Licensee to correct any data on Licensee's Career Coach site that is found to be incorrect after the site has been pushed live.

Lightcast will provide assistance with site updates and maintenance as needed by phone or email to Licensee during the contract period, at no additional charge.

II. Career Coach Widget Builder Scope of Work

If the Career Coach Widget Builder ("Widget Builder") is included in the Subscription Service Level, Lightcast will deliver to Licensee the Career Coach Widget Builder, an interface which generates visualizations that Licensee will be able to embed on Licensee's institutional website to display program and career data to website visitors for the Data Region (such embedded visualizations referred to in the Agreement as "widgets").

Additional geographies for the Widget Builder beyond the Data Region can be added upon request and will be included for an additional fee.

In order to ensure the data in the Widget Builder maps to Licensee's programs, Lightcast will scrape Licensee's designated site location with the most updated list of Licensee's program offerings. Licensee will have the opportunity to review the program to occupation mapping and propose changes to Lightcast.

The Widget Builder will be delivered within two (2) weeks of the Effective Date.



BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE

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

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

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

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

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

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

Vendor's Voluntary Product Accessibility Template (VPAT).

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. This section shall not be subject to any limitations of liability provisions in the Agreement. 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 VP, Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its EVP of Corporate Marketing or that position's 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.





BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE

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

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement

requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

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

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

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





BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE

requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

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

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

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

compatible with the information technology systems of the BC


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

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

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

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

VENDOR: Click or tap here to enter text.

By: 
 Name: Floyd Swanton
 Title: Associate General Counsel
 Date: 09/21/2022





**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

