

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter “Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter “Board”), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Assessment Technologies Institute, LLC, d/b/a National Healthcareer Association (hereinafter “Contractor”), with its principal place of business at 11161 Overbrook Road, Leawood, KS, 66211.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter “Parties”) agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter “Services”) of a quality and in a manner that is within the highest standards of Contractor’s profession or business. The Services are as follows:

Contractor shall provide certification products to various schools. Purchase orders for NHA certification products shall be entered by each participating school. The Board agrees that purchases shall be subject to and conditioned upon the terms contained in the Customer Agreement attached hereto as Exhibit I. The price list for the NHA certification products is attached as Exhibit II. This Contract and the Customer Agreement shall be read and interpreted together as one document when possible. In the event of any conflicts, this Contract takes precedence over the Customer Agreement.

With respect to Article XII (Contractor's Work Product) the Board acknowledges that all intellectual property created, developed, produced, utilized or otherwise provided by the Contractor or subcontractor pursuant to this Contract (collectively, "Intellectual Property") shall be owned by the Contractor or subcontractor and the Contractor or subcontractor will have exclusive rights thereto. The Contractor or subcontractor hereby grants to the Board a non-transferable, non-exclusive terminable right to use the Intellectual Property during the term of this Contract. The Board, its members, agents and employees shall have no right to modify, share, distribute, market, transfer, sublicense, encumber, rent or sell the Intellectual Property.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	[district-wide] Contract amount shall not exceed \$60,000.00.
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various School Budgets

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on September 30, 2020 and shall complete the Services no later than September 29, 2021, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.



Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII
Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no

administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 30, 2020.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF EDUCATION

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

By: _____

By: Tyson J. Schmidt

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Tyson J. Schmidt
Director of Operations

Cabinet Member: Amy Dennes _____
(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist: Software License

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Brenda Pirtle

Print name of person making Determination

Transition Readiness

School or Department

Signature of person making Determination

Date

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

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

CUSTOMER AGREEMENT

Organization Name _____

Primary Contact Name _____ Phone _____

Primary Contact Email _____

Shipping Information

Shipping Contact Name _____ Phone _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Shipping Contact Email _____

Billing Information Check here if same as Shipping

Billing Contact Name _____ Phone _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Billing Contact Email _____

Tax Exempt Yes No Tax Exempt ID: _____

If your organization is tax exempt, a copy of your tax exemption certificate is required. Organizations not tax exempt are subject to all applicable sales tax.

Career Services Information (Only if applicable at your organization)

Career Services Contact Name _____ Phone _____

Career Services Contact Email _____

Additional Organization Contact

Contact Name _____ Phone _____

Contact Email _____

Accreditation Information (Check all that apply)

National Accreditation
Regional Accreditation
Programmatic Accreditation

Currently Seeking Accreditation
Employer/Healthcare Provider

- If your organization is accredited, please attach a copy of your accreditation approval to this application.
- If your organization is not accredited, or is currently seeking accreditation, please attach a copy of a letter from your state Board of Education stating your organization is in good standing to this application.
- If your organization is an employer or healthcare provider, please attach a copy of your business' Articles of Incorporation/Organization.

NHA Payment Explanation

NHA offers several methods for invoicing of certification preparation and examination products. Please review those options below and initial next to the option your institution wishes to utilize.

Standard Orders – Most Customers contract for a set quantity of Products and Services at an agreed-upon price, which is referred to here as Standard Orders. For Standard Orders consisting only of online Products or Services, NHA will invoice Customer on the date Customer is provided access to online Product or Service. For Standard Orders consisting only of Products that are shipped, NHA will invoice Customer when the Product is shipped. For Standard Orders consisting of both online and shipped Products, NHA will invoice Customer when provided access to online Product(s); please note that, depending on shipping method, deliveries of the shipped product typically occur 1-5 days after invoicing. Product and Service fees are due and payable net thirty (30) days from the invoice date, regardless of whether Customer or its Candidates actually have begun utilizing said Products and Services.

Initial: _____

Bulk Pre-Payment – Customers that have contracted to pre-purchase bulk quantities of Products and Services in advance of anticipated utilization will receive an invoice for requested quantities that customer can begin using immediately. Fees for these Products and Services are due and payable net thirty (30) days from the invoice date, regardless of whether Customer or its Candidates actually have begun utilizing said Products and Services. Bulk pre-payments are non-refundable and will instead carry forward to future exams or courses.

Initial: _____

Monthly subscription – Customers can arrange to receive and pay for Products and Services via a subscription process. NHA will assess historical usage of materials by the Customer and, based on this historical usage, set a flat monthly subscription rate. A monthly subscription agreement is arranged under the guidance of an NHA sales director and can be reviewed quarterly to ensure that the subscription quantities remain in line with the Customer's Product utilization patterns. Subscription invoicing requires an account review and completion of a master license and service agreement with your NHA representative.

Initial: _____

Candidate Pay – If a Customer chooses to have its Candidates pay for Products or Services directly, the Candidates affiliated with an institution are prompted to pay for Products and Services at time of registration or checkout through NHA's online portal. Candidates are required to submit payment via credit or debit card at time of purchase. Reporting is fully available to institution regardless of the fact products were purchased by candidate. That said, if a Candidate opts-out of reporting individual data to his or her institution, the institution will see that Candidate's data only in aggregate reporting.

Initial: _____

Payment Terms

NHA reserves the right to suspend online access and stop shipments in the event payments are more than 60 days overdue; suspension of online access will impact a Customer's Candidate's use of the Products and Services. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed licensing, delivery, or Products or Services. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. Customer shall use of pay all taxes that may become due as a result of the NHA Order, excepting only NHA's income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. No returns shall be accepted on Products delivered hereunder. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order.

Initial: _____

Program Information

Offering Program?	Certification Product	Prep Material Payment	Exam Delivery Method	Who will pay for 1 st attempt?	Who will pay for retakes?
	Billing & Coding (CBCS)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Clinical Medical Assistant (CCMA)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Electronic Health Records (CEHRS)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	EKG Technician (CET)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Medical Administrative Assistant (CMAA)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Patient Care Technician (CPCT/A)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Pharmacy Technician (ExCPT)	Organization/Inventory Organization/Discount Code Candidate Pay	PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
	Phlebotomy Technician (CPT)	Organization/Inventory Organization/Discount Code Candidate Pay	Online PSI	Organization Pay Organization/Discount Code Candidate Pay	Organization Pay Organization/Discount Code Candidate Pay
Offering Program?	Specialty Certificate Products		Exam Delivery Method	Who will pay for 1 st attempt?	Who will pay for retakes?
	TEAM Based Care (TBC)		Online	Organization/Discount Code Candidate Pay	Organization/Discount Code Candidate Pay

Terms of Use



National Healthcareer Association ("NHA"), United States ("Territory")

- PURPOSE; DEFINITIONS.** These Terms of Use govern the use by the Customer (defined to include all employees, staff, faculty and agents of the Customer) of the NHA Products and Services listed on the NHA Order Form, to which this Terms of Use is attached ("NHA Order"), and all other Proprietary Materials provided to or obtained by the Customer. "Products" shall mean the proprietary products of Assessment Technologies Institute, LLC ("ATI"), the parent company of NHA, or its affiliated entities ("Affiliates"), sold through NHA, as listed on the NHA Order and made available to Customer in any form or medium delivered or made accessible to Customer, including hard copy and/or electronic delivery and all copies made thereof, and all updates and revisions provided by NHA, ATI or its Affiliates thereto. "Services" shall mean any service provided by NHA, ATI or its Affiliates to the Customer in connection with Product(s). "Proprietary Materials" shall mean all other forms of content created by or on behalf of ATI or NHA, including but not limited to reports, benchmarking, analytic or metric reporting, publications, white papers, studies, blog posts or other similar materials (together with Products, "Products/Materials").
- LICENSE GRANT AND RESTRICTIONS FOR PRODUCTS AND SERVICES.** (a) Subject to the terms herein and provided that Customer has paid all outstanding balances due NHA or ATI pursuant to any prior agreements, orders or understandings between the Parties, ATI, through NHA, grants to Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products/Materials and Services delivered or made available to Customer by NHA as described herein ("General License"). Such Products/Materials and Services may be used only by Customer's sponsored certification candidates (each, a "Candidate") or certificate program learners ("Learner"), administrators, faculty, and staff in the Territory noted above (collectively, "Authorized Users"). Products are strictly licensed on a per Candidate/Learner basis and are not to be (i) shared among Candidates/Learners, (ii) reproduced or copied in whole or in part in any manner by Customer, including faculty, or any Candidate/Learner, (iii) projected for shared viewing or use, or (iv) made available in any library or electronic learning management system operated by Customer for use on other than on a per Candidate/Learner basis, all of which are material violations of the General License granted by NHA and grounds for immediate termination of the General License. (b) Products which are comprised of certification examinations offered by NHA ("Certification Exam Products") are subject to a limited license and may be used only in connection with the administration of Certification Exam Products on particular exam date(s) for which the Customer has registered with NHA ("Limited Exam License"). Customer is prohibited from offering a Certification Exam Product to any Candidate who has not registered online with NHA. Customer, as an NHA-authorized test administration site, will ensure that each Certification Exam Product is only administered to Candidates who have registered to take such exam on that specific date and no Candidate or any other individual who is not registered or is registered for a different date will be permitted to take the exam. Customer will not administer Certification Exam Products at any location other than the locations approved in advance by NHA as authorized test administration sites. Customer is prohibited from transporting, in any manner, Certifications Exam Products from an authorized test administration site to any other location, including another authorized test administration site. Customer's Limited Exam License begins at the start and automatically terminates at the conclusion of each exam administration. To be clear, Customer, including its faculty, has no right under the Limited Exam License to access, review, or otherwise utilize any content contained in any Certification Exam Product(s) before, during or at any time after the administration of an examination and Customer's rights to use Certification Exam Products are limited only to the administration of the exam pursuant to NHA's exam administration instructions. Customer is strictly forbidden from reproducing, copying, recording, summarizing, making notes concerning or otherwise capturing the content of any Certification Exam Product or any portion thereof in any manner or using any medium, and from distributing or transferring the Certification Exam Product or any portion thereof in any manner to any person other than to Candidate(s) registered to take such exam on that specific date.
- CUSTOMER OBLIGATIONS.** Customer shall supervise all use of the Products/Materials and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products/Materials consistent with these Terms of Use. Customer shall not (and shall take reasonable steps to ensure Authorized Users do not) (i) modify, translate, disassemble, decompile, or create derivative works of the Products, Services, Proprietary Materials or any portion thereof; (ii) copy, reproduce, transfer, loan, rent, lease, distribute, or grant any access to or rights in any form to Products/Materials or remove or obscure any copyright or other proprietary notice, labels or proprietary marks in any Products/Materials or Services; and (iii) allow any third party any access to the Products/Materials or Services not authorized under these General Terms. All Products/Materials and Services are subject to copyright and contain proprietary and trade secret information belonging to ATI or its Affiliates and Customer agrees not to disclose any Product/Material or portion thereof to any person who is not an Authorized User. If Customer is obtaining online access to Products/Materials or Services hosted on ATI's or its Affiliates' servers, Customer, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, ("Access Information") to permit Product/Material and Services access. Customer shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information. Customer will maintain the confidentiality, security and integrity of the Products/Materials, placing special security emphasis on all examination questions and answers. Customer is responsible for securing its facilities and implementing procedures such that all Certification Exam Products, including test content, data, questions and answers, provided hereunder do not leave the Customer's control and custody at any time and are returned, whether used or unused, to NHA within 3 business days via courier service, such as Federal Express, following the conclusion of each exam administration. NHA may terminate the Licenses by written notice (i) with immediate effect if Customer infringes or misappropriates any Product/Material or Service made available hereunder, including failure to return exam materials timely, or otherwise breaches any material License provision contained in these Terms of Use, or (ii) if Customer fails to cure any other material breach of these terms within thirty (30) days after receipt of written notice from NHA. On the License termination date, Customer shall make no further use of the Products/Materials or Services and, in the event of a breach of these terms, NHA shall deactivate Customer's access to the Products/Materials and Services licensed hereunder. NHA reserves the right to periodically conduct an audit, on its own or through ATI or an ATI Affiliate, of Customer's facility and records to confirm the integrity and security of the Products/Materials and Services and verify Customer's compliance with the terms set forth herein. Customer will comply with and facilitate such audit, which will be conducted at NHA's expense. If an audit reveals any use of Products/Materials or Services by Customer in excess of the amount paid for by Customer, Customer shall promptly pay to NHA fees associated therewith. Under no circumstances is Customer permitted to state or imply that it or any program, course, training, materials (except for NHA Products/Materials) or software it offers, sells or licenses to others is certified, accredited, endorsed or approved by NHA, ATI or its Affiliates.
- PROPRIETARY RIGHTS.** Customer acknowledges that the Products, Services and Proprietary Materials it receives are the sole and exclusive intellectual property of ATI, its Affiliates, or their respective licensors and are protected by copyright. All use of NHA's or ATI's names, logos or marks must be pre-approved by NHA. All rights are reserved by ATI and its Affiliates. No part of the Products, Services or Proprietary Materials may be copied, reproduced, recorded, distributed, or made public, in whole or in part, without prior review by, and written consent of, NHA. Other than as expressly set forth in these Terms of Use, no license or other rights in or to the Products, Services or Proprietary Materials are granted to Customer, and all such licenses and rights are hereby expressly reserved by ATI and its Affiliates. Customer's limited right to use the Products, Services and Proprietary Materials is governed by these Terms of Use, and any terms included in the applicable Products, Services and Proprietary Materials. NHA, ATI, and its Affiliates reserve the right to seek all legal and equitable rights and remedies available to them for any Customer violation of these Terms of Use.
- ORDERS; FEES AND PAYMENT.** For each Customer order of Products and Services under the NHA Order, Customer shall register with NHA using its online registration and reporting system. All NHA Orders are subject to these Terms of Use. Customer represents that Customer is fully authorized to enter into these Terms of Use and NHA Order and has all necessary authority to properly commit to the expenditure of Customer funds for the payment of fees hereunder. For orders of online Products and Services, NHA will invoice Customer on the date Customer is provided access to the Products/Materials or Services. For orders consisting of shipments, NHA will invoice Customer when the Products/Materials are shipped to Customer. For orders consisting of both electronic and shipped Products, NHA will invoice Customer when Customer is provided access to the electronic Product(s) and shipments will be made three to five days thereafter. NHA reserves the right to adjust its pricing at any time, such price changes to be posted on NHA's website at www.nhanow.com and effective with respect to any NHA Order placed fifteen (15) days following the initial posting date on the website regardless of prices listed on any form used to place the order. Products/Materials and Services fees are due and payable net thirty (30) days from the invoice date. All prices and fees are expressed in U.S. dollars and all fees are to be paid by Customer in US dollars. Customer shall pay NHA for all Products/Materials and Services ordered, regardless of whether Customer or its Students actually utilizes all of said Product(s), Proprietary Materials and Service(s). NHA reserves the right to suspend online access and stop shipments in the event payments are more than sixty (60) days overdue. Discount/access codes are valid for one (1) year from the date of issuance and the system will reject codes entered after the code expiration date. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Products/Materials or Services. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's and its Affiliates' income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA or its applicable Affiliates unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order. No returns shall be accepted on Products delivered hereunder.
- TERM:** These Terms of Use shall be effective as of the date of the Customer's signature and may be terminated, without cause or penalty, by either party on thirty (30) days written notice, which may be by email. Notwithstanding the foregoing, NHA reserves the right to update these Terms of Use to reflect then current offerings, by replacing these Terms regularly but not more frequently than annually, such replacement Terms to be mutually agreed upon.
- MISCELLANEOUS:** These terms may not be modified except by a written amendment signed by an authorized representative of Customer and NHA. Customer may not assign any of its rights or obligations herein without NHA's express written permission. These Terms of Use are governed by the laws of the State of Kansas. No warranty of merchantability or fitness for a particular purpose is promised, express or implied, with respect to any Product or Service. NHA's, ATI's and its Affiliates' liability, actual or implied, is limited to the purchase price of the Products/Materials and Services ordered in the accompanying NHA Order. The NHA Order contains the terms between NHA and Customer regarding the Products/Materials and Services. Customer acknowledges that the certification Products/Materials and Services do not comprise an educational or training program or course, but rather, are exam preparation tools and professional certification exams provided for use by Customer in programs and courses developed or licensed and implemented by Customer. The certificate program Products/Materials and Services are specialized content which can be incorporated by Customer in its programs and courses, stand-alone for specialized training or provide continuing education. Customer expressly permits NHA to share data it receives from Customer, including, as applicable, student data, with ATI and its Affiliates for purposes of Product and Service delivery, improvement, system operations, generate reports and analytics for use by your Institution or by your Candidates/Learners or by NHA for research. In connection with any federal contracts, the online Products and Services and Proprietary Materials were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and its Affiliates. Neither ATI nor NHA intend to be a "Third Party Servicer" as that term is defined in 34 C.F.R. § 668.2 or as used under Title IV of the Higher Education Act of 1965, as amended. Customer should not include ATI or NHA in its institutional reporting requirements to the U.S. Department of Education pursuant to 34 C.F.R. § 668.25(e). (Rev. Apr 2018)

Customer Printed Name

NHA Printed Name

Customer Signature

NHA Signature

Date

Date

Testing Center Criteria Attestation

Testing Center Name _____ Phone _____

Testing Center Address _____

City _____ State _____ Zip _____

GENERAL

- The Testing Center must be located at a site under control of the NHA customer. If the customer does not have a suitable Testing Center at the location in which it plans to administer an NHA certification examination, the customer will not be approved as a test administration site and candidates will be required to sit for their examination through NHA's approved 3rd party testing site company, PSI.
- Each Testing Center must conform to local building, sanitation & health codes, as well as ADA requirements.
- Building/grounds must be kept clean and properly maintained with exits and emergency exits marked and unobstructed
- Fire extinguishers must be present and in working order, with location well marked and easily accessible

TESTING CENTER ENVIRONMENT

- Test room must be well-ventilated, with continuous air circulation to maintain a consistent and comfortable temperature.
- Test room must be lit so every candidate can easily read all diagrams, charts, etc. regardless of exam administration method
- Any bulletin boards, charts and posters providing strategies for solving problems must be removed or covered.
- Wires for computer stations must be secured to prevent accidental dislodging or unplugging and to avoid tripping hazards.
- If the exam is administered using computers, only Testing Center computers may be used. Each computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.

TEST ROOM SET UP AND SEATING ARRANGEMENT

- Test stations and chairs must be placed so candidates are comfortably seated at least three feet apart.
- Test station surfaces must comfortably accommodate a computer and applicable testing materials. (42"x36" recommended)
- All Testing Centers must be a separate room with a closable door.
- All examinees must face the same direction in the test room regardless of number of examinees or distance between them
- Each Testing Center must have a proctor station located inside the Testing Center with the proctor facing the candidates. If the exam is administered using computers, the proctor station must be equipped with a computer, to be used only by the proctor(s). Such computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.
- Each candidate should have his/her own testing station. If candidates are seated at a shared table, each candidate must be allotted the station table space described above and a divider should be erected between the candidates. If round tables are used, regardless of size, only one candidate may be seated at each table and, must be seated so as to face the proctor station.
- During the administration of an exam, the Testing Center shall be free from any other activity and the surrounding area shall be free of any activity that can cause distraction; during non-testing time, the Testing Center may be available for other uses.
- The Testing Center should not be scheduled for a different use for a sufficient time following the end of the examination period to avoid distraction that can be caused by foot traffic or loud noise caused by people gathering outside of the Testing Center awaiting the next use.
- There must be sufficient aisle space for proctors to get to every seat during testing without disturbing candidates.
- If there are candidates that have received approval of a request for accommodation that cannot be provided while adhering to the above set-up and seating arrangement requirements, a separate Testing Center must be provided to the candidate (or candidates, if each of the approved-accommodations of each of the candidates can be met in a shared Testing Center). The separate Testing Center must comply with the approved accommodation and meet as many, if not all, of the above set-up and seating arrangement requirements as practicable considering the specific accommodation(s). The separate Training Center room must have its own proctor.

SECURITY and SURVEILLANCE

- Each exam administration must be proctored pursuant to NHA guidelines and by an NHA-approved proctor(s) (see the NHA Proctor Manual for additional information). All proctors must meet NHA's eligibility requirements and complete the proctor registration, training and oath in order to become NHA-approved proctors.
- During the administration of an examination, the Testing Centers must have proper supervision at all times. The proctor(s) must be in the Testing Center for the entire test administration period with a proctor to candidate ratio no less than 1 proctor for every 25 candidates.
- Video surveillance is preferred and should be used when available. Video surveillance, if available, must be used in addition to having the required number of proctors in the Testing Center and cannot be used in lieu of having the required number of proctors in the Testing Center at all times.
- Any person who has a "conflict of interest", as defined in the Proctor Manual, is not permitted to serve as a proctor or have access to the Testing Center during exam administration. Persons deemed to have a conflict of interest include, but is not limited to, anyone who is (1) responsible for the administration of an allied health field of study at the institution attended by the candidates, including owners, directors, program directors and any person that is involved in the development of course or program materials, curricula, skills training or any other form of course or program content; (2) an instructor that is or has been in the preceding two years responsible for teaching allied health subjects to the candidates sitting for the exam, including any assistants, tutors, clinical preceptors, or skills lab or simulation lab personnel; (3) an institution employee having a vested interest in the candidates' (or any one candidate's) performance on the exam, such as a guidance or career counselor, school psychologist, special education teacher, or mentor that the candidate(s) associate with, or have associated with, on a regular basis in the preceding two years; (4) the

employer, manager or supervisor of the candidates sitting for the exam; (5) a fellow student or fellow employee of the candidates sitting for the exam; or (6) a family member of any candidate challenging the exam.

- Employees of the customer, including instructors, are not permitted to sit for an NHA certification examination at the customer's site but may sit for an NHA certification examination at NHA's approved 3rd party testing site company, PSI.
- At least one proctor during each test administration must be capable of (1) fully monitoring the examination room, including being able to move about the room and hear and see the test takers; (2) reading and providing instructions to test takers in English; (3) ensuring online test takers do not access servers, databases, USB ports or websites other than the NHA certification portal during test administration and; (4) operating the computer-based Certification Portal provided by NHA, printing and copying equipment and a timepiece.
- Testing Center door must restrict any unauthorized access during exam administration.
- No reference materials of any kind can be in the Testing Center during the administration of any NHA examination.
- Telephones, computers (other than those provided by the Testing Center), electronic tablets, electronic readers, cameras, MP3 players, pagers, radios, watches, electronic translators, calculators and all other electronic devices are prohibited in the Testing Center, except to the extent the electronic device is approved pursuant to an accommodation request or a medically-prescribed assistive device for a disability. Such devices are subject to inspection.
- All exam material must be fully secured in a locked cabinet or locked room when not in use and at no time may any exam material (excluding required forms to be completed by the proctor) be copied in any manner or for any reason. Only NHA-approved proctors are permitted to open packaging containing exam material or handle the exam material once removed from the shipping packaging. Proctors are responsible for distributing, collecting and returning all exam materials and protecting the chain of custody of such materials (from proctor to candidate to proctor to NHA without intervention by any other party). With respect to computer-based exam materials, except for NHA-approved proctors, no employees or agents of the customer, including Program administrators, instructors or staff, are permitted to access any computer-based exam materials, and NHA-approved proctors may only do so during the administration of the exam.
- No employee, agent or contractor of the customer may sit for an NHA certification examination administered by or at the institution.

EQUIPMENT and SUPPLIES

- Each Testing Center must have an accurate wall clock(s) that is visible to all exam candidates and the proctors. In addition the proctor(s) should have at least one additional timepiece in the Testing Center to ensure accurate timing.
- A copy machine or scanner must be available and in good working order to generate copies of candidate IDs, test eligibility documentation and any confiscated items if test misconduct or an irregularity occurs. Exam materials are not to be copied or scanned.
- Scrap paper, pencils and such other supplies specified by NHA in the instructions provided to the proctors or supplied by NHA.

Terms and Conditions:

I certify and represent, on behalf of the above named institution, that the above requirements are in place and it is sufficiently prepared and equipped to perform as noted herein and shall comply with all NHA test administration policies, including without limitation these terms. I also understand and agree that NHA has the right to terminate its relationship with any test site or test site personnel without advance notice if NHA determines, in its sole discretion and for any reason, that such termination is appropriate and necessary.

Customer Printed Name

Customer Signature

Date



11161 Overbrook Road ~ Leawood, KS 66211
 Phone: 800-499-9092 - Fax: 913-661-6291

Minimum quantity to place an order is 3 per item. All prices are reflective of individual purchases prior to taxes and shipping/handling fees when applicable.

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Billing and Coding Specialist Certification Online Study Guide Tutorial	\$48.00		\$0.00	
Billing and Coding Specialist Certification Printed Study Guide	\$48.00		\$0.00	
Billing and Coding Specialist Certification Online Practice Assessment	\$39.00		\$0.00	
Billing and Coding Specialist Certification Online Preparation Package - Online Study Guide and Online Practice Assessment	\$69.00		\$0.00	
Billing and Coding Specialist Certification Preparation Package - Printed Study Guide and Online Practice Assessment	\$69.00		\$0.00	
Billing and Coding Specialist Certification Online Exam	\$117.00		\$0.00	
Electronic Health Records Specialist Certification Online Study Guide Tutorial - Version 2.0	\$48.00		\$0.00	
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Electronic Health Records Specialist Certification Online Practice Assessment - Version 2.0	\$39.00		\$0.00	
Electronic Health Records Specialist Certification Online Preparation Package - Online Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
Electronic Health Records Specialist Certification Preparation Package - Printed Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
Electronic Health Records Specialist Certification Online Exam	\$117.00		\$0.00	
Medical Administrative Assistant Certification Online Study Guide Tutorial	\$48.00		\$0.00	
Medical Administrative Assistant Certification Printed Study Guide	\$48.00		\$0.00	
Medical Administrative Assistant Certification Online Practice Assessment	\$39.00		\$0.00	
Medical Administrative Assistant Certification Online Preparation Package - Online Study Guide and Online Practice Assessment	\$69.00		\$0.00	
Medical Administrative Assistant Certification Preparation Package - Printed Study Guide and Online Practice Assessment	\$69.00		\$0.00	
Medical Administrative Assistant Certification Online Exam	\$117.00		\$0.00	
Clinical				
PharmaSeer	\$289.00		\$0.00	
PharmaSeer + ExCPT Online Preparation Package	\$363.00		\$0.00	
PharmaSeer Math	\$125.00		\$0.00	
PharmaSeer Math + PharmaSeer Bundle	\$414.00		\$0.00	
Pharmacy Technician Certification Online Study Guide Tutorial - Version 2.0	\$52.00		\$0.00	
Pharmacy Technician Certification Printed Study Guide - Version 2.0	\$52.00		\$0.00	
Pharmacy Technician Certification Preparation Package Printed Study Guide + Online Practice Test - Version 2.0	\$74.00		\$0.00	
Pharmacy Technician Online Certification Preparation Package Online Study Guide Tutorial + Online Practice Test - Version 2.0	\$74.00		\$0.00	
Pharmacy Technician Online Practice Assessment - Version 2.0	\$39.00		\$0.00	
Pharmacy Technician Online Exam	\$117.00		\$0.00	
Medical Assistant (CCMA) Online Study Guide - Version 2.0	\$52.00		\$0.00	
Medical Assistant (CCMA) Printed Study Guide - Version 2.0	\$52.00		\$0.00	
Medical Assistant (CCMA) Online Practice Assessment - Version 2.0	\$39.00		\$0.00	
Medical Assistant (CCMA) Online Preparation Package - Online Study Guide and Online Practice Assessment - Version 2.0	\$74.00		\$0.00	
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Phlebotomy Technician Certification Online Preparation Package - Online Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
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EKG Technician Certification Preparation Package - Printed Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
EKG Technician Certification Online Exam	\$117.00		\$0.00	

Patient Care Technician Certification Online Study Guide Tutorial - Version 2.0	\$48.00		\$0.00	
Patient Care Technician Certification Printed Study Guide - Version 2.0	\$48.00		\$0.00	
Patient Care Technician Certification Online Practice Assessment - Version 2.0	\$39.00		\$0.00	
Patient Care Technician Certification Online Preparation Package - Online Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
Patient Care Technician Certification Preparation Package - Printed Study Guide and Online Practice Assessment - Version 2.0	\$69.00		\$0.00	
Patient Care Technician Certification Online Exam	\$155.00		\$0.00	

Specialty Certificate Programs

PersonAbility	\$80.00		\$0.00	
Team Based Care (TBC) Specialty Certificate	\$325.00		\$0.00	
Principles of Health Coaching (HC) Specialty Certificate	\$240.00		\$0.00	
Principles of Health Coaching (HC) & PersonAbility Online Bundle	\$199.00		\$0.00	
Health Coach (HC) & TEAM Based Care (TBC) Online Bundle	\$530.00		\$0.00	

*NHA reserves the right to adjust its pricing at any time, such price changes to be posted on NHA's website at www.nhanow.com and effective with respect to any NHA Order placed fifteen (15) days following the initial posting date on the website regardless of prices listed on any form used to place the order, including this form.

Product Total**

\$0.00

**Applicable tax and shipping & handling fees may apply to this order.

Return this completed order form via email or fax (913-661-6291). You will receive an invoice for the total once the order is confirmed and processed. To pay by credit card, please contact our office at 800-499-9092.

NATIONAL HEALTHCAREER ASSOCIATION ("NHA") TERMS OF USE United States ("Territory")

National Healthcareer Association ("NHA"), United States ("Territory")

1. PURPOSE; DEFINITIONS. These Terms of Use govern the use by the Customer (defined to include all employees, staff, faculty and agents of the Customer) of the NHA Products and Services listed on the NHA Order Form, to which this Terms of Use is attached ("NHA Order"), and all other Proprietary Materials provided to or obtained by the Customer. "Products" shall mean the proprietary products of Assessment Technologies Institute, LLC ("ATI"), the parent company of NHA, or its affiliated entities ("Affiliates"), sold through NHA, as listed on the NHA Order and made available to Customer in any form or medium delivered or made available to Customer, including hard copy and/or electronic delivery and all copies made thereof, and all updates and revisions provided by NHA, ATI or its Affiliates thereto. "Services" shall mean any service provided by NHA, ATI or its Affiliates to the Customer in connection with Products(s). "Proprietary Materials" shall mean all other forms of content created by or on behalf of ATI or NHA, including but not limited to reports, benchmarking, analytic or metric reporting, publications, white papers, studies, blog posts or other similar materials (together with Products, "Products/Materials").

2. LICENSE GRANT AND RESTRICTIONS FOR PRODUCTS AND SERVICES. (a) Subject to the terms herein and provided that Customer has paid all outstanding balances due NHA or ATI pursuant to any prior agreements, orders or understandings between the Parties, ATI, through NHA, grants to Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Products/Materials and Services delivered or made available to Customer by NHA as described herein ("General License"). Such Products/Materials and Services may be used only by Customer's sponsored certification candidates (each, a "Candidate") or certificate program learners ("Learner"), administrators, faculty, and staff in the Territory noted above (collectively, "Authorized Users"). Products are strictly licensed on a per Candidate/Learner basis and are not to be (i) shared among Candidates/Learners, (ii) reproduced or copied in whole or in part in any manner by Customer, including faculty, or any Candidate/Learner, (iii) projected for shared viewing or use, or (iv) made available in any library or electronic learning management system operated by Customer for use on other than a per Candidate/Learner basis, all of which are material violations of the General License granted by NHA and grounds for immediate termination of the General License. (b) Products which are comprised of certification examinations offered by NHA ("Certification Exam Products") are subject to a limited license and may be used only in connection with the administration of Certification Exam Products on particular exam date(s) for which the Customer has registered with NHA ("Limited Exam License"). Customer is prohibited from offering a Certification Exam Product to any Candidate who has not registered online with NHA. Customer, as an NHA-authorized test administration site, will ensure that each Certification Exam Product is only administered to Candidates who have registered to take such exam on that specific date and no Candidate or any other individual who is not registered or is registered for a different date will be permitted to take the exam. Customer will not administer Certification Exam Products at any location other than the locations approved in advance by NHA as authorized test administration sites. Customer is prohibited from transporting, in any manner, Certifications Exam Products from an authorized test administration site to any other location, including another authorized test administration site. Customer's Limited Exam License begins at the start and automatically terminates at the conclusion of each exam administration. To be clear, Customer, including its faculty, has no right under the Limited Exam License to access, review, or otherwise utilize any content contained in any Certification Exam Product(s) before, during or at any time after the administration of an examination and Customer's rights to use Certification Exam Products are limited only to the administration of the exam pursuant to NHA's exam administration instructions. Customer is strictly forbidden from reproducing, copying, recording, summarizing, making notes concerning or otherwise capturing the content of any Certification Exam Product or any portion thereof in any manner, and from distributing or transferring the Certification Exam Product or any portion thereof.

3. CUSTOMER OBLIGATIONS. Customer shall supervise all use of the Products/Materials and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products/Materials and Services through these Terms of Use. Customer shall not (and shall take reasonable steps to ensure Authorized Users do not) (i) modify, translate, disassemble, decompile, or create derivative works of the Products, Services, Proprietary Materials or any portion thereof; (ii) copy, reproduce, transfer, loan, rent, lease, distribute, or grant any access to or rights in any form to Products/Materials or remove or obscure any copyright or other proprietary notice, labels or proprietary marks in any Products/Materials or Services; and (iii) allow any third party any access to the Products/Materials or Services not authorized under these General Terms. All Products/Materials and Services are subject to copyright and contain proprietary and trade secret information belonging to ATI or its Affiliates and Customer agrees not to disclose any Product/Material or portion thereof to any person who is not an Authorized User. If Customer is obtaining online access to Products/Materials or Services hosted on ATI's or its Affiliates' servers, Customer, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, ("Access Information") to permit Product/Material and Services access. Customer shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information. Customer will maintain the confidentiality, security and integrity of the Products/Materials, placing special security emphasis on all examination questions and answers. Customer is responsible for securing its facilities and implementing procedures such that all Certification Exam Products, including test content, data, questions and answers, provided hereunder do not leave the Customer's control and custody at any time and are returned, whether used or unused, to NHA within 3 business days via courier service, such as Federal Express, following the conclusion of each exam administration. NHA may terminate the Licenses by written notice (i) with immediate effect if Customer infringes or misappropriates any Product/Material or Service made available hereunder, including failure to return exam materials timely, or otherwise breaches any material License provision contained in these Terms of Use, or (ii) if Customer fails to cure any other material breach of these terms within thirty (30) days after receipt of written notice from NHA. On the License termination date, Customer shall make no further use of the Products/Materials or Services and, in the event of a breach of these Terms, NHA shall deactivate Customer's access to the Products/Materials and Services licensed hereunder. NHA reserves the right to periodically conduct an audit, on its own or through ATI or an ATI Affiliate, of Customer's facility and records to confirm the integrity and security of the Products/Materials and Services and verify Customer's compliance with the terms set forth herein. Customer will comply with and facilitate such audit, which will be conducted at NHA's expense. If an audit reveals any use of Products/Materials or Services by Customer in excess of the amount paid for by Customer, Customer shall promptly pay to NHA fees associated therewith. Under no circumstances is Customer permitted to state or imply that it or any program, course, training, materials (except for NHA Products/Materials) or software it offers, sells or licenses to others is certified, accredited, endorsed or approved by NHA, ATI or its Affiliates.

4. PROPRIETARY RIGHTS. Customer acknowledges that the Products, Services and Proprietary Materials it receives are the sole and exclusive intellectual property of ATI, its Affiliates, or their respective licensors and are protected by copyright. All use of NHA's or ATI's names, logos or marks must be pre-approved by NHA. All rights are reserved by ATI and its Affiliates. No part of the Products, Services or Proprietary Materials may be copied, reproduced, recorded, distributed, or made public, in whole or in part, without prior review by, and written consent of, NHA. Other than as expressly set forth in these Terms of Use, no license or other rights in or to the Products, Services or Proprietary Materials are granted to Customer, and all such licenses and rights are hereby expressly reserved by ATI and its Affiliates. Customer's limited right to use the Products, Services and Proprietary Materials is governed by these Terms of Use, and any terms included in the applicable Products, Services and Proprietary Materials. NHA, ATI, and its Affiliates reserve the right to seek all legal and equitable rights and remedies available to them for any Customer violation of these Terms of Use.

5. ORDERS; FEES AND PAYMENT. For each Customer order of Products and Services under the NHA Order, Customer shall register with NHA using its online registration and reporting system. All NHA Orders are subject to these Terms of Use. Customer represents that Customer is fully authorized to enter into these Terms of Use and NHA Order and has all necessary authority to properly commit to the expenditure of Customer funds for the payment of fees hereunder. For orders of online Products and Services, NHA will invoice Customer on the date Customer is provided access to the Products/Materials or Services. For orders consisting of shipments, NHA will invoice Customer when the Products/Materials are shipped to Customer. For orders consisting of both electronic and shipped Products, NHA will invoice Customer when Customer is provided access to the electronic Product(s) and shipments will be made three to five days thereafter. NHA reserves the right to adjust its pricing at any time, such price changes to be posted on NHA's website at www.nhanow.com and effective with respect to any NHA Order placed fifteen (15) days following the initial posting date on the website regardless of prices listed on any form used to place the order. Products/Materials and Services fees are due and payable net thirty (30) days from the invoice date. All prices and fees are expressed in U.S. dollars and all fees are to be paid by Customer in US dollars. Customer shall pay NHA for all Products/Materials and Services ordered, regardless of whether Customer or its Students actually utilizes all of said Product(s), Proprietary Materials and Service(s). NHA reserves the right to suspend online access and stop shipments in the event payments are more than sixty (60) days overdue. Discount/access codes are valid for one (1) year from the date of issuance and the system will reject codes entered after the code expiration date. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Products/Materials or Services. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's and its Affiliates' income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA or its applicable Affiliates unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order. No returns shall be accepted on Products delivered hereunder.

6. TERM: These Terms of Use shall be effective as of the date of the Customer's signature and may be terminated, without cause or penalty, by either party on thirty (30) days written notice, which may be by email. Notwithstanding the foregoing, NHA reserves the right to update these Terms of Use to reflect then current offerings, by replacing these Terms regularly but not more frequently than annually, such replacement Terms to be mutually agreed upon.

7. MISCELLANEOUS: These terms may not be modified except by a written amendment signed by an authorized representative of Customer and NHA. Customer may not assign any of its rights or obligations herein without NHA's express written permission. These Terms of Use are governed by the laws of the State of Kansas. No warranty of merchantability or fitness for a particular purpose is promised, express or implied, with respect to any Product or Service. NHA's, ATI's and its Affiliates' liability, actual or implied, is limited to the purchase price of the Products/Materials and Services ordered in the accompanying NHA Order. The NHA Order contains the terms between NHA and Customer regarding the Products/Materials and Services. Customer acknowledges that the certification Products/Materials and Services do not comprise an educational or training program or course, but rather, are exam preparation tools and professional certification exams provided for use by Customer in programs and courses developed or licensed and implemented by Customer. The certificate program Products/Materials and Services are specialized content which can be incorporated by Customer in its programs and courses, stand-alone for specialized training or provide continuing education. Customer expressly permits NHA to share data it receives from Customer, including, as applicable, student data, with ATI and its Affiliates for purposes of Product and Service delivery, improvement, system operations, generate reports and analytics for use by your institution or by your Candidates/Learners or by NHA for research. In connection with any federal contracts, the online Products and Services and Proprietary Materials were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and its Affiliates. Neither ATI nor NHA intend to be a "Third Party Service" as that term is defined in 34 C.F.R. § 668.2 or as used under Title IV of the Higher Education Act of 1965, as amended. Customer should not include ATI or NHA in its institutional reporting requirements to the U.S. Department of Education pursuant to 34 C.F.R. § 668.25(e). (Rev. Apr 2018)

Authorized Customer Printed Name

Authorized NHA Printed Name

Authorized Customer Signature

Authorized NHA Signature

Date

Date



NHA - Parent/Legal Guardian Consent Form

I am the parent/legal guardian of _____ (please print) (the "NHA Candidate") and I understand that my permission and authorization is required for the collection, use, and disclosure of the NHA Candidate's personal information by Assessment Technologies Institute, LLC, d/b/a National Healthcareer Association ("NHA"). I further understand that the NHA Candidate will not be permitted to register for or take an NHA exam unless I provide my permission by signing this form.

I understand and acknowledge that all individuals, including the NHA Candidate, planning to take an NHA exam are required to:

1. Provide to NHA, personal information, such as his or her, first and last name, street address, e-mail address, and demographic information ("Candidate Information"); and
2. Agree to all of the terms and conditions contained on the NHA website at www.nhanow.com and in NHA's certification portal and test registration and delivery system, and that these terms and conditions are legally binding.

In my capacity as the parent/legal guardian of the NHA Candidate, I hereby understand, agree, authorize, and provide my consent, as the case may be:

1. To allow the NHA Candidate to take or retake any NHA exam(s); and
2. That I have had an opportunity to review the NHA terms and conditions and privacy policy available at www.nhanow.com, including, but not limited to, those provisions relating to testing; privacy policies; and the collection, processing, and use of the NHA Candidate's personally identifiable information and that I and the NHA Candidate understand and agree to abide by these terms and conditions and policies; and
3. To NHA for the retention and disclosure any of the Candidate's personal information to the NHA exam sponsor(s), its authorized third parties and service providers, and others as may be necessary to prevent unlawful activities or as required by law; and
4. That the NHA Candidate and I will comply with any of the NHA testing rules and procedures.

I, the undersigned, certify that I am the parent or legal guardian of the child/legal ward (named above) and that I have the right to make decisions for my child/legal ward that effect his/her well- being.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Parent/Legal Guardian _____

Signature of Parent/Legal Guardian _____

Date (MM/DD/YYYY) _____