



**District Board of Trustees  
Finance Committee Meeting  
Indian River State College – Massey Campus  
Ben L. Bryan Administration Building, A301  
3209 Virginia Avenue, Fort Pierce, FL 34981**

**August 26, 2025**

**AGENDA**

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1. Call to Order – *Trustee George, Chair*
2. Request approval of the following EHR Evolution Amendments and additional Statements of Work for the Master Professional Services Agreement and Statements of Work – *Dr. Michael Hageloh*
  - a. Amendment to #02525\_2 SOW\_PMO Services
    1. #02525\_A.002 Indian River State College PMO Services
  - b. Amendment to #02525\_3 SOW\_ERP
    1. #02525\_A.003 Indian River State College ERP Support\_Interns
    2. #02525\_A.003 Indian River State College ERP Support\_Training
  - c. #02525\_7 Indian River State College SOW\_Banner Training
  - d. #092025\_1R Indian River State College SOW\_Interim CIO
  - e. #092025\_2R Indian River State College SOW\_PMO Services
  - f. #092025\_4R Indian River State College SOW\_Data Warehouse
3. Request approval of Cognizant Project Change Order C09 – PROJ\_70873 / IRSC – AMS/CVS – *Dr. Michael Hageloh*
4. Request approval of Services Agreement with Remote Technical Solutions, Inc. – *Dr. Michael Hageloh*
5. 2024-25 Grants and Appropriations Annual Report (*information only*) – *Dr. Angela Browning, Cindy Bruin & Andy Treadwell*
6. Adjourn

Included in the packet for information only:

- Condensed Financial Report & Highlights as of May 31, 2025



## DISTRICT BOARD OF TRUSTEES

### SUMMARY OF ITEM FOR ACTION

**TOPIC:** EHR Evolution Amendments and additional Statements of Work for the Master Professional Services Agreement and Statements of Work

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                             INFORMATION  
                                             DISCUSSION

**SUMMARY:**

Board approval is requested for the following EHR Evolution Amendments and additional Statements of Work for the Master Professional Services Agreement and Statements of Work:

1. Amendment to #02525\_2 SOW\_PMO Services
  - a. #02525\_A.002 Indian River State College PMO Services (*12 months, \$359,880*)
2. Amendment to #02525\_3 SOW\_ERP
  - a. #02525\_A.003 Indian River State College ERP Support\_Interns (*Additional 2 month term, \$7,000*)
  - b. #02525\_A.003 Indian River State College ERP Support\_Training (*Additional 2 month term, \$13,000*)
3. #02525\_7 Indian River State College SOW\_Banner Training (*Term: Sept. 2025 – July 2026, \$220,000*)
4. #092025\_1R Indian River State College SOW\_Interim CIO (*Term: 9/1/25 – 8/1/26, \$673,750*)
5. #092025\_2R Indian River State College SOW\_PMO Services (*Term: 9/1/25 – 8/1/26, \$727,100*)
6. #092025\_4R Indian River State College SOW\_Data Warehouse (*Term: 9/1/25 – 8/1/26, \$588,500*)

**ALTERNATIVE(S):** Not approve – will not be able to complete implementation of new ERP

**FOR CONTRACTS:**

1. **TERMS & FISCAL IMPACT:** See above

2. **TERMINATION TERMS:**

The term of the MSA shall be effective upon its execution by both Parties and shall remain in effect for three years (“Term”) or until terminated by the Parties for reasons mentioned below. The Term of this Agreement will renew automatically for additional one (1) year terms until terminated during any such renewal term by either Party upon at least thirty (30) days prior written notice or as provided below.



**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR  
ACTION**

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**TERMINATION TERMS CONTINUED:**

This Agreement shall terminate if no SOW has been active for a period of ninety (90) consecutive days or upon the earliest of the following:

- a. A Party may terminate this Agreement if (i) the terminating Party is not in breach of any material provision of this Agreement; (ii) the non-terminating Party has materially breached this Agreement; (iii) the terminating Party has provided written notice of the breach to the non-terminating Party; and (iv) the non-terminating Party has failed to cure the breach within thirty (30) days of receiving notice;
- b. Project milestones not being met on time by the eEvolution;
- c. Unacceptable or untimely performance per Section 1 of this Agreement; or
- d. Either Party petitions for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

eEvolution will deliver to Client any applicable work product in a commercially reasonable manner. If eEvolution is the breaching Party, it shall be paid only for services satisfactorily rendered and accepted by Client through the date of termination.

Notwithstanding the foregoing, Client may terminate this Agreement or Statement of Work without cause at any time upon written notice to eEvolution where Client's customer terminates the corresponding Agreement of Statement of Work.

**PRESIDENT'S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Dr. Michael Hageloh

DATE: 7/28/25

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BOARD ACTION:

DATE: 8/26/25

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**Amendment to Statement of Work Nos. 02525\_2**

**02525\_2 Indian River State College SOW\_PMO Services**

**Parties:** Indian River State College (IRSC) and eEvolution.

This Amendment ("Amendment") is entered into by and between Indian River State College ("IRSC") and EHR Evolution Inc. dba eEvolution ("Contractor"), and hereby modifies the following Statements of Work: **02525\_2**.

**1. Purpose**

The purpose of this Amendment is to expand the scope of PMO services to include an additional Project Manager for Banner SaaS Finance implementation.

**2. Compensation**

The monthly compensation for the Finance Project Manager will be 24,990

Stipend for travel, lodging, transportation, and food will be \$5,000 per month

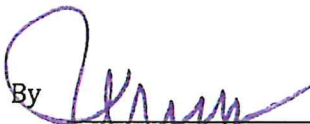
**3. Term:** The effective date will be 8/1/2025 and for a period of 12 months

**4. No Other Changes**

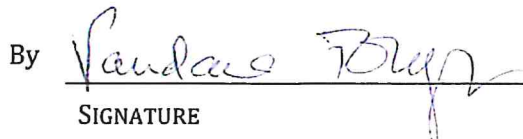
All other terms of the Agreement remain unchanged and in full force and effect.

**In Witness Whereof, each party hereto has executed this Amendment delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By		<u>DVP</u>	<u>7/28/2025</u>
	SIGNATURE	TITLE	DATE

**Acknowledged and accepted for EHR Evolution:**

By		<u>CEO</u>	<u>7/28/25</u>
	SIGNATURE	TITLE	DATE



## Amendment

02525\_A.003 Indian River State College ERP Support\_Interns

### Amendment to Statement of Work Nos. 02525\_3 to add College Interns to ERP Support

**Parties:** Indian River State College (IRSC) and eEvolution.

This Amendment ("Amendment") is entered into by and between Indian River State College ("IRSC") and EHR Evolution Inc. dba eEvolution ("Contractor"), and hereby modifies the following Statements of Work: **02525\_3**.

#### 1. Purpose

The purpose of this Amendment is to expand the scope of services to include support from hourly interns. These interns will provide administrative, technical, and project support related to ERP implementation and operations, under the supervision of eEvolution's designated personnel or IRSC's assigned leads.

#### 2. Amendment

##### i. Billing and Compensation

Hourly interns will be compensated at a rate of \$17.50/hour, not to exceed a total of 400 hours or a total of \$7000.00. Billing will be monthly and based strictly on actual hours worked, with supporting timesheets. All intern-related costs will be invoiced as a direct pass-through to the IRSC, with no markup by eEvolution.

##### ii. Employment Status

All interns shall be considered employees or contractors of eEvolution. eEvolution shall remain responsible for all applicable employment-related obligations, including payroll, taxes, and compliance with applicable labor laws.

#### 3. No Other Changes

All other terms of the Agreement remain unchanged and in full force and effect.

**In Witness Whereof, each party hereto has executed this Amendment delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By

SIGNATURE

TITLE

DATE

**Acknowledged and accepted for EHR Evolution:**

By

SIGNATURE

TITLE

DATE

## Amendment

02525\_A.003 Indian River State College ERP Support\_Training

### Amendment to Statement of Work Nos. 02525\_3

**Parties:** Indian River State College (IRSC) and eEvolution.

This Amendment ("Amendment") is entered into by and between Indian River State College ("IRSC") and EHR Evolution Inc. dba eEvolution ("Contractor"), and hereby modifies the following Statements of Work: **02525\_3**.

#### 1. Purpose

The purpose of this Amendment is to expand the scope of services to include Workday HR training as part of the ERP Support Services. eEvolution will supply qualified Workday trainer to deliver the training. Training schedule will be coordinated in collaboration with the IRSC's project team and will cover In-Depth Tenant Review and include PowerPoint Decks, Presenter's Training Walkthrough and Supplemental Handouts

#### 2. Compensation

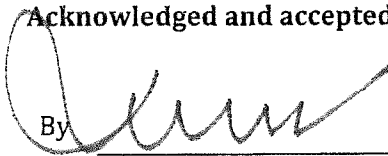

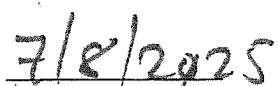
Workday HR training services will be billed at a fixed price of \$13,000.00. \$6,500.00 will be billed on signing of the amendment and remaining \$6,500.00 on completion of the training.

#### 3. No Other Changes

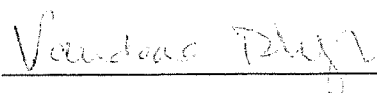

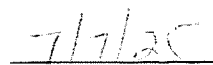
All other terms of the Agreement remain unchanged and in full force and effect.

**In Witness Whereof, each party hereto has executed this Amendment delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By 		
SIGNATURE	TITLE	DATE

**Acknowledged and accepted for EHR Evolution:**

By 		
SIGNATURE	TITLE	DATE

## Statement of Work

02525\_7 Indian River State College SOW-Banner Training

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW") dated **March 7th, 2025** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the services to be performed.

### Services:

eEvolution will provide all necessary personnel, materials, and expertise to deliver comprehensive role based training services, ensuring that all training sessions meet the standards and timelines agreed upon by both parties. eEvolution will be responsible for developing, executing, and evaluating the training program, including providing documentation, materials, and 5 weeks of on-site role based training.

**Term** - The "Effective Date" will be the date when both parties have signed this Statement of Work

### Fees

As compensation, the Client shall pay a fixed fee of \$220,000 USD. This fee is all-inclusive for the deliverables and on-site training services. Payment of this fee shall be made in two installments: 50% due upon signing of this Agreement and 50% upon completion of training. Completion shall be determined when all deliverables have been provided and the five weeks of on-site training are concluded, to the reasonable satisfaction of the Client.

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By

SIGNATURE

TITLE

DATE

**Acknowledged and accepted for EHR Evolution:**

By

SIGNATURE

TITLE

DATE

## Statement of Work

092025\_1R Indian River State College SOW Interim CIO

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW"), dated February 5th, 2025, between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the roles and the duties of the Interim CIO.

### Services

The Interim Chief Information Officer (CIO) will provide strategic IT leadership, ensuring continuity and alignment with the business objectives of IRSC. The Interim CIO's duties and responsibilities will include, but will not be limited to, the ones defined below:

1. Oversee ERP Implantation
2. Vendor Management
3. Cost control

**Term** - The "Effective Date" will be 9/1/2025, and for a period of 11 months

### Assumptions

- The Interim CIO will have access to all necessary systems, data, and personnel required to assess and manage IT operations effectively.
- Support from internal IT teams and leadership will be available to facilitate the initiatives set forth and knowledge transfer.
- Any additional resources, tools, or third-party services required will be provided or approved by the client.
- Access to an office and administrative support will be provided for the duration of the engagement.
- IRSC IT will provision laptops with appropriate network access and VPN to the eEvolution resources.

### Fees

The total fee for the 11-month period will be \$607,750.

The Fees for this project will be invoiced on a monthly basis at the rate of \$55,250.00 per month.

Stipend for travel, lodging, transportation, and food will be \$6,000 per month

### Auto-Renewal & Termination

This Statement of Work (SOW) shall automatically renew for successive six (6) month periods unless either Party provides written notice of termination at least 60 days prior to the end of the then-current term.

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By \_\_\_\_\_

SIGNATURE

TITLE

DATE

**Acknowledged and accepted for EHR Evolution:**

By \_\_\_\_\_

SIGNATURE

TITLE

DATE



## Statement of Work

092025\_2R Indian River State College SOW\_PMO Services

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW"), dated February 5th, 2025, between EHR Evolution Inc. ("eEvolution") and Indian River State College ("Client" or "IRSC"), outlines the roles and the duties of the PMO.

### Services

eEvolution shall provide a PMO with duties and responsibilities, including but not limited to:  
Project Management Office – eEvolution shall provide Project Management Office (PMO) services to oversee, coordinate, and support project execution. Initially, this will consist of 1 PMO and 1 PM.

### Term

The "Effective Date" will be 9/1/2025, and for 11 months

### Assumptions

1. eEvolution will have access to the necessary project documentation, stakeholders, and relevant systems to effectively manage and oversee project activities
2. Internal teams and key personnel will be available to support project execution, risk management, and issue resolution.
3. Any third-party dependencies or external vendors will be coordinated with client support and oversight.
4. Project management tools and methodologies will align with industry best practices and IRSC requirements.
5. IRSC IT will provision laptops with appropriate network access and VPN to the eEvolution resources.

### Fees

The total fee for the 11 months will be \$633,600 **for both the PMO and the PM**  
The Fees for this project will be invoiced every month at the rate of \$57,600 per month  
Stipend for travel, lodging, transportation, and food will be \$8,500 per month

**Auto-Renewal & Termination:** This Statement of Work (SOW) shall automatically renew for successive six (6) month periods unless either Party provides written notice of termination at least 60 days before the end of the then-current term.

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

### Acknowledged and accepted for Indian River State College:

By

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

### Acknowledged and accepted for EHR Evolution:

By

Vandana Dey  
SIGNATURE

President  
TITLE

7/29/25  
DATE

## Statement of Work

092025\_4R Indian River State College SOW\_Data Warehouse

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW"), dated February 5th, 2025, between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the services to be performed.

### Services and Deliverables to Include:

- Continue building the EDW
- Total up to 5 additional data sources
- Up to 10 dashboards in PowerBi

**Term** - The "Effective Date" will be the date when both parties have signed this Statement of Work

### Assumptions

- The solution will initially be hosted on-premises. Any decision to move to a cloud-based or hybrid model will be discussed and determined by the college.
- Data backup and disaster recovery strategies will be included.

### Fees

The total fee for the 11 months will be \$495,000

The Fees for this project will be invoiced every month at the rate of \$45,000 per month

Stipend for travel, lodging, transportation, and food will be \$8,500 per month

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Acknowledged and accepted for EHR Evolution:**

By

Randano Ditegs  
SIGNATURE

President  
TITLE

7/29/25  
DATE



INDIAN RIVER  
STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** EHR Evolution Master Professional Services Agreement and Statements of Work

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                            INFORMATION  
                                            DISCUSSION

**SUMMARY:**

EHR Evolution will be providing the following professional services support to the College to implement our new ERP – Interim CIO, PMO Services, ERP and Data Warehouse.

**ALTERNATIVE(S):** Not approve – will not be able to complete implementation of new ERP

**FOR CONTRACTS:**

**1. TERM:**

- Master Professional Services Agreement - 3 years
- SOW – Interim CIO – 6 months
- SOW – PMO Services – 6 months
- SOW – ERP – 3 years
- SOW – Data Warehouse – 3 years

**2. FISCAL IMPACT:** \$857,354

**3. TERMINATION TERMS:**

The term of the MSA shall be effective upon its execution by both Parties and shall remain in effect for three years (“Term”) or until terminated by the Parties for reasons mentioned below. The Term of this Agreement will renew automatically for additional one (1) year terms until terminated during any such renewal term by either Party upon at least thirty (30) days prior written notice or as provided below.



INDIAN RIVER  
STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*ACTION*

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**TERMINATION TERMS CONTINUED:**

This Agreement shall terminate if no SOW has been active for a period of ninety (90) consecutive days or upon the earliest of the following:

- a. A Party may terminate this Agreement if (i) the terminating Party is not in breach of any material provision of this Agreement; (ii) the non-terminating Party has materially breached this Agreement; (iii) the terminating Party has provided written notice of the breach to the non-terminating Party; and (iv) the non-terminating Party has failed to cure the breach within thirty (30) days of receiving notice;
- b. Project milestones not being met on time by the eEvolution;
- c. Unacceptable or untimely performance per Section 1 of this Agreement; or
- d. Either Party petitions for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

eEvolution will deliver to Client any applicable work product in a commercially reasonable manner. If eEvolution is the breaching Party, it shall be paid only for services satisfactorily rendered and accepted by Client through the date of termination.

Notwithstanding the foregoing, Client may terminate this Agreement or Statement of Work without cause at any time upon written notice to eEvolution where Client's customer terminates the corresponding Agreement or Statement of Work.

**PRESIDENT'S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Dr. Michael Hageloh

DATE: 2/13/25

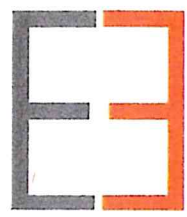
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BOARD ACTION: Approved

DATE: 2/25/25

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# EHR Evolution

INTEGRATE EVOLVE

**EHR Evolution – Indian River State College**  
**Master Professional Services Agreement**

**February 13, 2025**

# Master Agreement

THIS AGREEMENT is made as of the 5th day of February 2025, between EHR Evolution, Incorporated, a Virginia corporation ("eEvolution"), with its principal place of business at 6500 Briarcroft St, Clifton VA 20124 and Indian River State College ("Client"), located at 3209 Virginia Avenue, Fort Pierce, FL 34981. eEvolution and Indian River State College sometimes collectively referred to as "Parties" and sometimes individually referred to as "Party."

## 1. Services

eEvolution agrees to perform for Client the services listed in the Statement of Work (SOW) executed by both Client and eEvolution. This Agreement may be implemented through one or more Statement of Work (SOW) entered into from time to time by Client and eEvolution. The services set forth in the Statement of Work (SOW) shall be referred to as "Services." The method, manner and means by which the Services will be performed shall be set forth in the Statement of Work (SOW). The end product of the Services shall consist of anything provided to the Client pursuant to the relevant Statement of Work (SOW) including any written documentation, all of which shall be referred to as "Deliverables."

Each Statement of Work (SOW) shall become effective only upon execution by the authorized representative of eEvolution and Client. Further, each fully executed Statement of Work (SOW) entered into under this Agreement shall be construed to incorporate the provisions of and to be governed by this Agreement. This Agreement and any Statement of Work (SOW) executed pursuant to this Agreement shall be collectively referred to as the "Contract." The terms and conditions set forth on a specific Statement of Work (SOW) shall only apply to those services set forth on that specific Statement of Work (SOW). In the event of any conflict between the terms of the Agreement and any Statement of Work (SOW), the terms of the Agreement shall control.

The Statement of Work (SOW) shall set forth the details and define any Deliverables, including submission, review, and acceptance thereof, or if not specified in the Statement of Work (SOW), Client shall, within thirty (30) days of receipt of each Deliverable submitted to Client, advise eEvolution of Client's acceptance or rejection of such Deliverable. Any rejection shall specify the nature and scope of the deficiencies in such Deliverable. eEvolution shall, upon receipt of such a notice of rejection, act diligently to correct such deficiencies. The failure of Client to provide such notice of rejection by project sign-off, which shall be requested in writing by eEvolution, shall constitute acceptance by Client of said Deliverable. Such acceptance shall not, however, be deemed a waiver of eEvolution's warranty and support obligations under this Agreement, or any of Client's other rights under this Agreement.

## 2. Change of Scope

The fees in the SOWs will be based upon the assumptions in a Scope of Work. If the terms described in an applicable SOW change, the fees may be revised, subject to a negotiated amendment signed by the Parties.

### **3. Payment**

Client agrees to pay eEvolution for Services in accordance with the schedule contained in the Statement of Work (SOW) executed by both Client and eEvolution. Each Statement of Work (SOW) shall set forth the fees and the mode of payment for performance rendered by eEvolution thereunder. Client further agrees to pay eEvolution 30 days from receipt of an invoice for receipted out-of-pocket expenses incurred by eEvolution pursuant to the relevant Statement of Work (SOW) "Out-of-pocket expenses" means any and all reasonable, receipted expenses incurred in the performance of the Services solely on behalf of Client conducted at Client's premises or other location, including, but not limited to, travel expenses, airfare or mileage, Uber/Lyft, overnight lodging and meals.

### **4. Invoicing**

Client shall pay to eEvolution the amounts agreed to in each Statement of Work (SOW) 30 days from Client's receipt of eEvolution's invoices. Invoices for estimated effort will include a detailed description of the services provided and the associated billing rate. Unless otherwise stated, all prices and fees are exclusive of state and local use, sales, and other applicable taxes and duties. Client will pay any applicable taxes. Taxes will appear as separate additional items on eEvolution's invoices. Any payment received more than forty five (45) days after the receipt of invoice may be subject to an interest payment equal to one and one-half (1.5%) percent per month, calculated from the date of receipt of such invoice. Client acknowledges that its failure to pay eEvolution amounts due is a material breach under the terms of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, Client shall have the right to withhold amounts it disputes in good faith as being owed to eEvolution. Pending settlement or resolution of the dispute, Client's non-payment of such disputed items shall not constitute default by Client and shall not entitle eEvolution to (a) collect late charges, fees, or interest or (b) suspend or delay its provision of Services or other compliance with this Agreement.

### **5. Confidential Information, Systems Access, Privacy and Security**

#### **Confidential Information**

eEvolution and Client hereby acknowledge that during the performance of this Contract, they each may learn or receive confidential information ("Confidential Information," as defined herein) of the other. Each Party hereto shall hold in trust for the other Party hereto and shall not disclose to any non-Party to the Contract, any Confidential Information of the other Party, except with other Party's prior written consent. This section shall remain in full force and effect after the termination of this Contract, for a period of three (3) years except for trade secrets



which are afforded protection under applicable trade secret law.

Confidential Information shall include all information disclosed by one Party to the other Party which is identified in writing as Confidential Information, and relates to the disclosing Party's past, present or future research, development, trade secrets, proprietary information or business activities together with any information not entitled to protection under any statutory definition of trade secret but not yet in the public domain, relating to the names or addresses of clients or customers, patient data, processes, formulae, research, ideas, order books, promotional and instructional materials and manuals, selling information, inventions, discoveries, improvements, modifications, equipment, methods of production, costs or prices or uses of eEvolution's Services, business plans and other information, regardless of medium, and whether belonging to a Party or in a Party's possession pursuant to obligations of secrecy to others. All Confidential Information of one Party, which comes into the possession of the other Party, shall remain the sole property of the disclosing Party and shall not be used or copied by the other Party except to the extent required in the performance of their respective obligations under this Contract. Upon the request of a disclosing Party, the non-disclosing Party shall return or destroy, at the expense of the disclosing Party, all such Confidential Information, which is requested by the disclosing Party to be returned or destroyed, provided that such return or destruction is not otherwise prohibited by applicable law. Confidential Information shall also include: (a) any unannounced product or services; (b) the terms, conditions and subject matter of the Contract; (c) all information and reports that may be generated by the disclosing Party pursuant to any Statement of Work (SOW); (d) interim reports and work product that may be generated in association with the Contract; (e) all Deliverables; and (f) any other information or materials identified as "confidential" by either Party.

Information falling into any of the following categories shall be excluded from the requirements of this Section: (a) information, which at the time of disclosure, is already in the public domain; (b) information, which after disclosure hereunder enters the public domain other than by breach of this Agreement; (c) information, which is already known by the recipient prior to disclosure hereunder; (d) information, received from a third party which has an independent right to disclose the information; and/or (e) information, which is made available through independent research without use of or access to the Confidential Information. Notwithstanding the foregoing, Client agrees that eEvolution may use the Client's name to identify Client as a company that has used eEvolution's services in its marketing efforts, upon approval from Client's marketing department.

#### **eEvolution's Access to Client's Systems**

If access, whether remote or local, to Client's systems, networks or computers ("Systems") is required in order for eEvolution to fulfill its obligations to Client, Client shall determine the nature and extent of such access. If Client provides eEvolution with access to Client's Systems, then:

- (a) any and all information relating to such access shall be considered Client's Confidential Information and shall be subject to the obligations of confidentiality set forth in this Agreement; and



- (b) eEvolution shall comply with any instructions from Client related to such access.

eEvolution shall not download, install or access any software application on Client's Systems without Client written permission. In addition, any and all access to Client's Systems shall be subject to the following.

Client's Systems shall be used solely to provide Services for Client, and shall not be used for any purpose other than the legitimate business purposes of Client. Access to Client's Systems shall be restricted to eEvolution's Staff who need access in order for eEvolution to fulfill its obligations under this Agreement; and no access rights will be transferred to any other individuals without the prior written consent of Client. eEvolution will ensure that its Staff do not attempt to break, bypass or circumvent Client's security systems, or attempt to obtain access to any hardware, programs or data beyond the scope of the access granted by Client in writing. eEvolution shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching Client's Systems through eEvolution systems. eEvolution shall prevent unauthorized access to Client's Systems through the eEvolution's systems.

Without limiting any of its other rights, Client reserves the rights to restrict and monitor the use of Client's Systems, and to access, seize, copy and disclose any information, data or files developed, processed, transmitted, displayed, reproduced or otherwise accessed in conjunction with such use. eEvolution will advise its Staff concerning Client's reservation of its rights hereunder.

#### **No expectation of Privacy**

Access, if any, to Client's Systems is granted solely for the purpose of enabling eEvolution to comply with its obligations under the Agreement. Neither eEvolution nor its Staff will have any expectation of privacy in the use of or access to Client's Systems, and all communications using Client's Systems are subject to Client's monitoring, recording, use and disclosure, at all times, in Client's discretion. Client reserves the right to:

- (a) monitor, review, audit, intercept, access, archive or disclose data and materials transmitted using Client's Systems, including email and any other form of electronic communications sent or received using Client's Systems;
- (b) override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer hardware or software on Client's Systems; and
- (c) search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks and files) and all personal items brought into Client's facility or used to access Client's Systems.

Access to Client's Systems will be granted only upon Client's express written consent and in conformity with current Client security policies.

#### **Data Ownership**

For purposes of this Agreement, “Client Data” means all data, content, material, and other information provided by Client to eEvolution or otherwise transmitted to eEvolution for use in connection with the Services or a Deliverable. Client is and shall be the exclusive owner of all Client Data.

### **Security and Privacy**

eEvolution will maintain and enforce information and data privacy and security safeguards and processes with respect to its access, use, storage, and processing of all Client Data to ensure its confidentiality, integrity, and availability that:

- (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant Client Data, and the nature and scope of the Services to be provided;
- (b) are in accordance with Client’s reasonable security requirements communicated to eEvolution;
- (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and
- (d) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Client Data.

Without limiting the generality of the foregoing, eEvolution will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access eEvolution’s systems or the information found therein without the consent of Client. eEvolution will periodically test its systems for potential areas where security could be breached. eEvolution will promptly, and in any event no later than forty-eight (48) hours after discovery, notify Client of a security or privacy incident or breach that results in or could result in the unauthorized use, access, or disclosure of Client Data, including personal information and personal data. eEvolution will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Client a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Client Data. The requirements of this Section shall apply regardless of whether eEvolution hosts the Client Data itself or through a third-party hosting or cloud services provider.

## **6. Staff**

For the purposes of this Contract, eEvolution’s staff (“Staff”) shall include employees of eEvolution engaged by eEvolution to provide all or any portion of the Services. eEvolution is, and shall remain, an independent contractor, and neither eEvolution nor Staff is or shall be deemed to be employed by Client. eEvolution shall have the sole responsibility for recruiting, hiring, training, evaluating, replacing, supervising, disciplining and terminating Staff assigned to fill the Client's needs.

Neither eEvolution nor its employees, subcontractors or agents may transfer, provide access to or otherwise make available Confidential Information or provide access to the Client System to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Client. Such consent must reference this Section and expressly outline all access rights and related scope of such access.

A Statement of Work (SOW) may include work schedules of Staff. eEvolution shall use reasonable efforts consistent with sound business practices to provide Staff in accordance with such schedules. If the Services are performed at the Client's site, then eEvolution's time spent at the premises is to be at the discretion of eEvolution. The Parties shall cooperate to establish hours of access to Client's site, which are mutually satisfactory to both Parties and subject to Client's policies and procedures. eEvolution and its Staff shall have no authority to bind or make commitments to a third Party on behalf of Client for any purpose and shall not hold itself or themselves out as having such authority.

The Parties agree that while performing Services under this Agreement, and for a period of twelve (12) months following termination of the Agreement, neither Party will, except with the other Party's prior written approval, solicit, offer employment to, or employ the other Party's employees engaged in any efforts generated by this Agreement.

eEvolution shall not subcontract or delegate any of the Services without Client's prior written consent. In the event eEvolution utilizes subcontractors or subcontracts out any of the Services or functions to provide the Services, eEvolution shall be and remain responsible to Client for (a) the performance of all Services, including Services performed or provided by eEvolution's subcontractors, and (b) the acts and omissions of eEvolution's subcontractors in connection with the performance or provision of any of the Services.

## **7. Term & Termination of Agreement**

The term of this Agreement shall be effective upon its execution by both Parties and shall remain in effect for three years ("Term") or until terminated by the Parties for reasons mentioned below. The Term of this Agreement will renew automatically for additional one (1) year terms until terminated during any such renewal term by either Party upon at least thirty (30) days prior written notice or as provided below.

This Agreement shall terminate if no SOW has been active for a period of ninety (90) consecutive days or upon the earliest of the following:

- a. A Party may terminate this Agreement if (i) the terminating Party is not in breach of any material provision of this Agreement; (ii) the non-terminating Party has materially breached this Agreement; (iii) the terminating Party has provided written notice of the breach to the non-terminating Party; and (iv) the non-terminating Party has failed to cure the breach within thirty (30) days of receiving notice; .
- b. Project milestones not being met on time by the eEvolution;
- c. Unacceptable or untimely performance per Section 1 of this Agreement; or



- d. Either Party petitions for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

eEvolution will deliver to Client any applicable work product in a commercially reasonable manner. If eEvolution is the breaching Party, it shall be paid only for services satisfactorily rendered and accepted by Client through the date of termination.

Notwithstanding the foregoing, Client may terminate this Agreement or Statement of Work without cause at any time upon written notice to eEvolution where Client's customer terminates the corresponding Agreement of Statement of Work.

## **8. Use of Work Product**

As between eEvolution and Client, Client is and shall be the sole and exclusive owner of all right, title, and interest in and to the result and proceeds of Services. Deliverables provided as a result of performance of the Services shall be deemed "work made for hire" and shall, between eEvolution and Client be Client's or at Client's sole decision its customer's exclusive property.

The Client shall hold in strict confidence and shall not disclose, transfer, duplicate, reproduce, or retain any information, scripts, algorithms, or code written or developed by eEvolution to extract data unless otherwise approved in writing by eEvolution.

## **9. Insurance**

eEvolution shall keep in full force and effect at all times during the term of this Contract workers' compensation insurance coverage on their respective employees who are assigned to work on any Statement of Work (SOW). eEvolution also agree to keep in full force and effect at all times during the term of this Contract insurance policies with coverage amounts of (1) General Liability Insurance of One Million United States Dollars \$1,000,000.00 per occurrence and (2) Technology Errors and Omissions of One Million United States Dollars \$1,000,000.00 per occurrence. eEvolution shall provide certificates of insurance or other evidence reasonably satisfactory to Client that all required insurance is in effect.

## **10. Warranty**

eEvolution warrants to Client that (a) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (b) its performance of this Agreement does not and will not violate or conflict with any agreement to which eEvolution is a party; (c) its performance under this Agreement and the Deliverables shall at all times comply with all federal, state and local laws and regulations, and eEvolution will provide all notices and obtained any all required consents, permits, licenses, and certifications applicable to the Services and Deliverables; (d) the Services will be of the kind and quality designated in the Statement of Work (SOW); (e) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; (f) the Deliverables provided hereunder are and



when delivered to Client will be free from viruses, malware, spyware, and other similar harmful and destructive code; (g) it shall not, without Client's prior written consent, deliver any third party software to Client for use by Client for which Client would be required to be bound by any third party terms and conditions.

eEvolution shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Service Provider's field; (e) to the reasonable satisfaction of the client. In the event eEvolution breaches any of these warranties, Client shall notify eEvolution of the breach of the warranty in writing and provide eEvolution with at least thirty (30) days to cure such breach ("Cure Period"). If eEvolution fails to cure such breach within the Cure Period then Client may, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, take one or more of the following steps:

- (a) Suspend eEvolution's right and obligation to complete its performance of the Services until such time as eEvolution is able to demonstrate to Client's reasonable satisfaction that it can meet its obligations under this Agreement;
- (b) Itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services; or
- (c) Withhold payment of any amounts otherwise due to eEvolution in a sufficient amount to set off against any damages caused to Client as a consequence of eEvolution's breach.

eEvolution further warrants that the Deliverables licensed hereunder will not infringe or constitute a misappropriation of any patent copyright, trademark, or trade secret or other proprietary right of any third party. In the event of a breach of the foregoing warranty in addition to eEvolution's indemnification obligations and all other remedies available to Client under this Agreement or at law, eEvolution obligation shall be to correct any material error so as to bring the Deliverables into compliance therewith or if with regards to third party infringement indemnification (a) procure for Client the right to continue use of the Deliverables or infringing part thereof; (b) modify or amend the Deliverables or infringing part thereof, or replace the Deliverable or infringing part thereof with other Deliverables having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable, (c) terminate this Agreement and repay to Client the fees actually paid by Client. eEvolution and Client will then be released from any further obligation to the other under this Agreement, except for the obligations that survive termination. Any claim for breach of the foregoing warranty must be made by written notice to eEvolution within thirty (30) days of eEvolution's delivery of the Deliverables. This is a contract for services and is not governed by the Uniform Commercial Code.

EXCEPT AS PROVIDED IN THIS SECTION, eEvolution MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF eEvolution, ITS AGENTS, OFFICERS, SHAREHOLDERS, SUBCONTRACTORS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SUPERSEDED, EXCLUDED AND DISCLAIMED.

Client understands and agrees that eEvolution shall have no responsibility for or be liable for to any extent for any hardware, software or other items or property manufactured or prepared by anyone not a party to this Agreement.

## **11. Force Majeure**

In the event that the actions of either Party, other than the payment of any amounts due hereunder, shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of utilities, riots, insurrection, war, terrorist attack, acts of God, or other reason beyond the party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## **12. Complete Agreement**

The provisions of this Contract contain the entire agreement between the Parties hereto and supersede all prior agreements, oral or written, with respect to the matters covered herein. No other agreements, representations, warranties or others, oral or written, purportedly agreed to or represented by or on behalf of eEvolution by any of its employees or agents or contained in sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

## **13. Choice of Law and Disputes**

This Contract shall be construed in accordance with the laws of Florida without application of principles of conflicts of laws. Any dispute arising from or related to the terms of this Agreement shall be litigated exclusively in the State or Federal Courts located in St. Lucie County, Florida, and both Parties to this Agreement hereby consent to the jurisdiction and venue of such courts.

## **14. Severability**

If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of the Contract will remain in full force and effect.

## **15. Waiver**

Failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Contract will not be construed as a waiver of any subsequent breach nor affect the intent of this Contract, nor any part thereof, nor prejudice either Party as regards to any subsequent action.

## 16. Notices

All notices, requests, demands and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or as of the day received by receipted, nationwide overnight delivery service addressed as set forth below, or to such other address as the Parties shall designate by written notice given to the other Party:

a) Notices to Client should be sent to:

Michael Hageloh, Executive Vice President for Strategic Initiatives  
Indian River State College  
3209 Virginia Avenue  
Fort Pierce, FL 34981

b) Notices to eEvolution should be sent to:

Vandana Toteja, President  
EHR Evolution, Inc.  
6500 Briarcroft St.  
Clifton, VA 20124

## 17. Assignment

This Contract may not be assigned by either Party without the prior written consent of the other Party, other than to any person or entity acquiring greater than fifty (50%) percent of the assets or voting shares of a Party. Notwithstanding the foregoing, all assignments of rights to any direct competitor of the other Party, under this Agreement, are void.

## 18. Succession

This Contract shall be binding upon and inure to the benefit of the heirs, permitted successors and assigns of the Parties hereto.

## 19. Third Party Beneficiaries

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the Parties hereto any rights or remedies under or by reason of this Agreement or the transactions contemplated hereby.

## 20. Indemnification



eEvolution shall, at its expense, defend, indemnify, and hold harmless from any loss of expense, including reasonable attorney's fees, with respect to any third party claim, action, or obligation brought against Client that the Deliverables infringe any patent, copyright, trade secret, or other proprietary right of any third party; provided that Client gives prompt written notice to eEvolution of any such claim, action, or allegation. Client shall give such assistance and information as eEvolution may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action, or allegation is brought or threatened, eEvolution must, at its sole expense: (a) procure for Client the right to continue use of the Deliverables or infringing part thereof; (b) modify or amend the Deliverables or infringing part thereof, or replace the Deliverables or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable, (c) terminate this Agreement and repay to Client the license fees actually paid by Client. eEvolution and Client will then be released from any further obligation to the other under this Agreement, except for the obligations that survive termination.

eEvolution shall indemnify and hold harmless Client, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against the Client, and all associated losses, to the extent arising directly or indirectly out of or in connection with the Services, Deliverables, or any breach of this Agreement by eEvolution.

## **21. Limitation of Liability**

In no event shall either party be liable to the other Party for any damages, direct or otherwise, in excess of 1 time the total fees paid under the this Agreement or an SOW. Notwithstanding the foregoing, the limitations of this Section shall not apply to or any way limit the liability or responsibility of eEvolution for: (I) breach of its confidentiality or security obligations under Section 5; (II) its indemnification obligations hereunder; or (III) its gross negligence or willful misconduct. For the avoidance of doubt, consequential or similar damages payable to a third party shall be deemed direct damages hereunder.

## **22. Legal Compliance**

If there is a change in any state or federal law, final regulation, or rule, which affects this Agreement or the activities of either party under this Agreement, or if a court finds that any of the provisions of this Agreement are in violation of the laws existing at the time of such determination, and either Party reasonably believes in good faith that the change or determination will have a substantial adverse effect on rights or obligations under this Agreement, then the Parties shall enter into good faith negotiations to renegotiate the terms of this Agreement, and to take any action necessary to comply with such laws, rules or regulations. If the parties are unable to reach an agreement to modify this Agreement within forty-five (45)

days after the date of the notice seeking renegotiation, then either party may immediately terminate this Agreement by written notice to the other party.

Both Parties shall comply with all laws, statutes and regulations governing or otherwise applicable to this Agreement.

### **23. Access to books and records**

In the event that eEvolution provides services which exceed \$10,000 in value, eEvolution agrees to retain and make available upon request for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, time records, and other documents which are necessary to substantiate, verify and/or certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. This provision shall survive the termination or expiration of this Agreement.

This Agreement, along with the Sub-Business Associate Agreement, constitutes the entire understanding of the Parties hereto pertaining to the matters covered hereby and may only be modified or amended by a writing signed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

**Indian River State College**

By: 

Name: Timothy E. Moore, Ph.D.

Title: President

Date: 02/25/2025

**EHR Evolution Inc.**

By: 

Name: Praveen Toteja

Title: CEO

Date: 2/25/2025



## Statement of Work

02525\_1 Indian River State College SOW\_InterimCIO

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW") dated **February 5th, 2025** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the roles and the duties of the Interim CIO.

### Services

Interim Chief Information Officer (CIO) will provide strategic IT leadership, ensuring continuity and alignment with business objectives of IRSC. The Interim CIO's duties and responsibilities will include but will not be limited to the ones defined below:

1. Develop Technology Roadmap that aligns with IRSC Mission.
2. Oversee Network/Cloud and On-Prem infrastructure / HA / Redundancy
3. ERP
  - a. Current State Assessment
  - b. Future State Plan – Alignment
  - c. Go Live Readiness Checklist
  - d. Real time Monitoring of Project Status to meet the scheduled GoLive

**Term** - The "Effective Date" will be 2/17/2025 and for a period of 6 months

### Assumptions

- The Interim CIO will have access to all necessary systems, data, and personnel required to assess and manage IT operations effectively.
- Support from internal IT teams and leadership will be available to facilitate the initiatives set forth and knowledge transfer.
- Any additional resources, tools, or third-party services required will be provided or approved by the client.
- Access to an office and an administrative support will be provided for the duration of the engagement.
- IRSC IT will provision laptops with appropriate network access and VPN to the eEvolution resources.

### Fees

The total fee for the 6 months period will be \$331,500.

All actual travel, lodging and incurred expenses shall be reimbursed by IRSC and billed monthly; provided, however, that all such costs must be pre-approved by IRSC in writing..

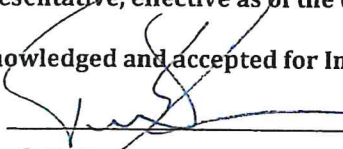
The Fees for this project will be invoiced on a monthly basis at the rate of \$55,250.00 per month.

### Auto-Renewal & Termination

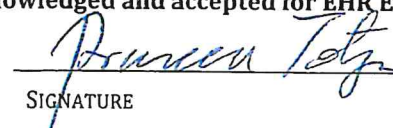
This Statement of Work (SOW) shall automatically renew for successive six (6) month periods unless either Party provides written notice of termination at least 30 days prior to the end of the then-current term.

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

**Acknowledged and accepted for Indian River State College:**

By		<b>President</b>	<b>02/25/2025</b>
	SIGNATURE	TITLE	DATE

**Acknowledged and accepted for EHR Evolution:**

By		<b>CEO</b>	<b>2/25/25</b>
	SIGNATURE	TITLE	DATE

## Statement of Work

02525\_2 Indian River State College SOW\_PMO Services

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW") dated **February 5th, 2025** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") and outlines the roles and the duties of the PMO.

### Services

eEvolution shall provide a PMO with duties and responsibilities including but not limited to:

Project Management Office – eEvolution shall provide Project Management Office (PMO) services to oversee, coordinate, and support project execution. Initially this will consist of 1 PMO and 1 Project Manager (PM).

### Term

The "Effective Date" will be 2/17/2025 and for a period of 6 months

### Assumptions

1. eEvolution will have access to necessary project documentation, stakeholders, and relevant systems to effectively manage and oversee project activities
2. Internal teams and key personnel will be available to support project execution, risk management, and issue resolution.
3. Any third-party dependencies or external vendors will be coordinated with client support and oversight.
4. Project management tools and methodologies will align with industry best practices and IRSC requirements.
5. IRSC IT will provision laptops with appropriate network access and VPN to the eEvolution resources.

### Fees

The total fee for the 6 month period will be \$345,600 for both the PMO and the PM

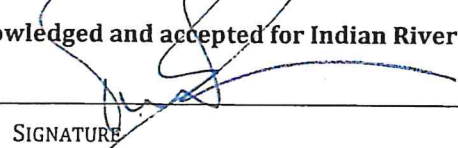
All actual travel, lodging and incurred expenses shall be reimbursed by IRSC and billed monthly; provided, however, that all such costs must be pre-approved by IRSC in writing.

The Fees for this project will be invoiced on a monthly basis at the rate of \$57,600 per month.

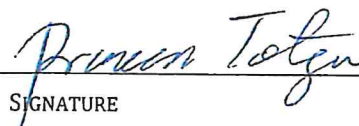
**Auto-Renewal & Termination:** This Statement of Work (SOW) shall automatically renew for successive six (6) month periods unless either Party provides written notice of termination at least 30 days prior to the end of the then-current term.

**In Witness Whereof,** each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.

**Acknowledged and accepted for Indian River State College:**

By		President	02/25/2025
	SIGNATURE	TITLE	DATE

**Acknowledged and accepted for EHR Evolution:**

By		CEO	2/25/25
	SIGNATURE	TITLE	DATE

## Statement of Work

02525\_3 Indian River State College SOW\_ERP

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW") dated **February 13th, 2025** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the ERP Extraction and Transformation..

### Services

eEvolution will provide the required extraction and transformation services as defined in the discovery session. The hours below is an estimate of extracting and transforming the remaining SIS data and finance data from Workday.

### Term

The "Effective Date" will be the date when both parties have signed this Statement of Work. The "Start Date" will be the date all required access has been provided to the resource.

### Assumptions

1. Extracted and transformed data will be provided in a CSV file; this data can also be loaded into a SQL Database hosted by IRSC.
2. IRSC will provide the following tools to the ETL team: Studio, EIB, Prism
3. Access to SOAP and REST APIs will be provided
4. eEvolution resource will have application access as a user to Workday for validation.
5. SIS: If the content is external then the expectation is eEvolution will extract the related metadata to link it back to the student document /image.
6. Any request to alter the client's application or the client's database structure will be considered out of scope.
7. IRSC IT will provision laptops with appropriate network and applications access for eEvolution resources.

### Fees

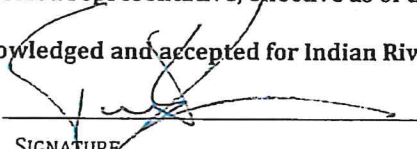
SIS Hourly Positions	Total Estimate Cost	Hourly Rate	Estimate Hrs
SME Extractor - Sr	\$135,000	\$225	600
SME Extractor - Jr	\$102,000	\$170	600
QA - Business analyst	\$17,000	\$85	200
Total Estimate	\$254,000		

All actual travel, lodging and incurred expenses shall be reimbursed by IRSC; provided, however, that all such costs must be pre-approved by IRSC in writing.


Detailed timesheets will be submitted along with the invoice on a monthly basis.

In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.

Acknowledged and accepted for Indian River State College:

By  President 02/25/2025  
SIGNATURE TITLE DATE

Acknowledged and accepted for EHR Evolution:

By  CEO 2/25/25  
SIGNATURE TITLE DATE



## Statement of Work

02525\_4 Indian River State College SOW\_Data Warehouse

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW") dated **February 13th, 2025** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the services to be performed.

### Services and Deliverables to Include:

- Architecture design
- ETL pipeline for Workday data
- Total upto 5 data sources
- Up to 10 dashboards in PowerBi to jumpstart the project

**Term** - The "Effective Date" will be the date when both parties have signed this Statement of Work

### Assumptions

- IRSC will provision a SQL server with appropriate specifications
- The college will provide necessary data sources, documentation, and access permissions
- The solution will initially be hosted on-premises. Any decision to move to cloud-based or hybrid model will be discussed and determined by the college.
- Data backup and disaster recovery strategies will be included.
- Data encryption and compliance with FERPA will be discussed and determined during the protocol creation for data governance.
- IRSC IT will provision laptops with appropriate network access and VPN to the eEvolution resources.
- Addition SOW will be created for all additional data sources

**Fees** - A fixed fee of \$180,000 will be charged of which 50% will be billed at the start of the project and the remaining 50% on the delivery of the 10 agreed upon PowerBI dashboards that meet IRSC's approval pursuant to Section 1 of the MSA.

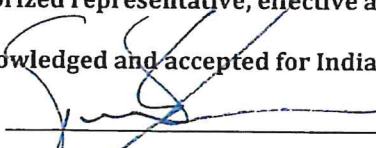
Additional data sources will be billed separately and will be reflected in a negotiated amendment signed by each of the parties.

All actual travel, lodging and incurred expenses shall be reimbursed by IRSC; provided, however, that all such costs must be pre-approved by IRSC in writing.

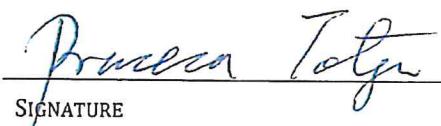
The Fees for this project will be invoiced monthly.

**In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.**

### Acknowledged and accepted for Indian River State College:

By		President	02/25/2025
	SIGNATURE	TITLE	DATE

### Acknowledged and accepted for EHR Evolution:

By		CEO	2/25/25
	SIGNATURE	TITLE	DATE





**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR  
*ACTION***

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**TOPIC:** Cognizant Change Order – PROJ\_70873 / IRSC – AMS/CVS #C09

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**      X   **ACTION/VOTE**  
                                            **INFORMATION**  
                                            **DISCUSSION**

**SUMMARY:**

We are seeking approval of Cognizant Change Order – PROJ 70873 / IRSC – AMS/CVS #C09

1. #C09 – AMS/CVS SOW Extension of Workday Support, AMS/CVS SOW Term from July 1, 2025 – June 30, 2026, based on the 2024-25 average incoming ticket volume and Workday support demand for ‘Functional Configuration’ and ‘Technical Integration’ for HR, Finance, Students functional areas.

**ALTERNATIVE(S):** Delay ERP Implementation

**FOR CONTRACTS:**

1. **TERM:**
  - a. CO9 – Extension July 1, 2025 – June 30, 2026
2. **FISCAL IMPACT:** \$2,463,435
3. **TERMINATION TERMS:** N/A

**PRESIDENT’S RECOMMENDATION:** Recommend approval

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SUBMITTED BY:     Dr. Michael Hageloh

DATE: 7/28/25

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BOARD ACTION:

DATE: 8/26/25

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# Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

## Summary

<b>Client:</b>	Indian River State College (IRSC)
<b>SOW/Project Name:</b>	PROJ_70873 / IRSC – AMS/CVS
<b>Change Order #:</b>	C09
<b>Project Manager (Client):</b>	Praveen Toteja
<b>Project Sponsor (Client):</b>	Timothy Moore
<b>Service Delivery Manager (CSLLC):</b>	Chirajit Bhawal, Collaborative Solutions, LLC ("CSLLC")
<b>Acceptance Due Date:</b>	Jun 30, 2025
<b>Change Type:</b>	<b>Extension of Workday Support, AMS/ CVS SOW Term</b> from July 1, 2025 - June 30, 2026, based on the '2024-2025' average incoming Service Desk Ticket volume and Workday Support demand for 'Functional Configuration' and 'Technical Integration' for HR, Finance, Students functional areas.
<b>Impact Assessed by:</b>	Praveen Toteja, Chirajit Bhawal.
<b>Priority:</b>	High
<b>Billing:</b>	Bill under current project
<b>Contract Line Type:</b>	Fixed Fee Installment/Milestone
<b>Is new PO# required?</b>	No new PO# needed

## Request Description

This Change order is for the Extension of the Workday Support, AMS/ CVS SOW Term from Jul 1, 2025 – June 30, 2026, based on the 2024-2025 average incoming ticket volume and Workday support demand for 'Functional Configuration' and 'Technical Integration' for HR, Finance, Students functional areas.

## Business Purpose / Reason for Change

IRSC has requested for the **Extension of Workday Support** from Jul 1, 2025 – June 30, 2026, following the Banner Implementation updated Go Live date.

<b>Project Activities Affected:</b>	<b>Extension of Workday Support</b> from Jul 1, 2025, to June 30, 2026, based on the 2024-2025 average incoming ticket volume and Workday support demand for 'Functional Configuration' and 'Technical Integration'.			
<b>Deliverables Affected:</b>	<ul style="list-style-type: none"> <li>- CSLLC will support an average volume of tickets per month as observed in 2024 – 2025, for 'Functional Configuration' and 'Technical Integration' under HR, Finance, Students, Integration areas. This includes incident triaging, break fixes and regular run / maintain tasks.</li> <li>- Will provide Minor or Major Enhancements / Requests support up to 300 hours per month distributed across support areas (i.e. HR, FIN, STU and INT).</li> <li>- Any New Major Enhancements/ Requests that exceeds the available capacity, will be considered for additional CO upon mutual agreement.</li> </ul>			
<b>Project Schedule:</b>	The Workday Support loading to continue from Jul 1, 2025 – June 30, 2026.			
<b>Estimated Effort and Cost</b>	The Payment schedule for this CO will be invoiced to IRSC as per below:			
	<b>CSLLC Milestone/ Event</b>	<b>Monthly Invoice Amount</b>	<b>Annual Total Invoice Amount</b>	<b>Total Contract Amount</b>
	<b>Extension of Workday Support July 2025 - June 2026)</b>	<b>\$205,286.25</b>	<b>\$2,463,435</b>	<b>\$2,463,435</b>
	<b>Total</b>	<b>\$205,286</b>	<b>\$2,463,435</b>	<b>\$2,463,435</b>

Fixed Fee SOW: This Change Order will be billed monthly on a Fixed Fee basis based on the FTE Allocation at the rates set forth in the SOW and as identified in the Pricing Matrix.

- IRSC will provide the business requirements for the prioritized INT, HR, STU and FINS projects and enhancements.
- IRSC to provide the work-related systems access within 3 business days of the onboarding, if required.
- All Assumptions from the SOW dated January 2, 2024, as amended, apply to this Change Order.
- Cognizant SDM will ensure the CVS resources will be leveraged based on the requirement on a need basis.

IRSC Authorization Signature		Collaborative Solutions, LLC Authorization Signature	
Name		Name	



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Job Title	Job Title
Date	Date





**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR  
*ACTION***

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**TOPIC:** Services Agreement with Remote Technical Solutions, Inc.

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**      X   **ACTION/VOTE**  
                                            **INFORMATION**  
                                            **DISCUSSION**

**SUMMARY:**

Board approval is requested for the attached Services Agreement with Remote Technical Solutions, Inc. to provide ERP training for staff.

**ALTERNATIVE(S):** Not providing training for staff

**FOR CONTRACTS:**

1. **TERM:** 36 months from effective date of 8/26/25
2. **FISCAL IMPACT:** \$249,000
3. **TERMINATION TERMS:** Upon 30 days written notice to either party.

**PRESIDENT'S RECOMMENDATION:** Recommend approval

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SUBMITTED BY:     Dr. Michael Hageloh

DATE: 7/28/25

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BOARD ACTION:

DATE: 8/26/25

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**THIS SERVICES AGREEMENT**, effective as of the date last signed below (“Effective Date”), is made and entered into by and between the District Board of Trustees of Indian River State College, Florida, with its principal address at 3209 Virginia Ave., Fort Pierce, FL 34981 (the “the College”) and Remote Technical Solutions, Inc., a Georgia corporation, with its principal address at 115 Oak Knoll Ct, Saint Augustine, FL 32092 (the “Contractor”).

**WHEREAS**, the College has determined that a need exists to retain Contractor to provide the services hereinafter specified; and

**WHEREAS**, Contractor is qualified, willing, and able to provide the services as specified in the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Scope of Services.** Contractor will provide consulting and development services relative to College’s administrative systems as described in the Development Services Statement of Work, quote, and Contractor’s Proposal attached hereto as Exhibit A (“Development Services”), Consulting and Development Services. In addition to the Services, Contractor will provide Platform as a Service and Hosting Services as described in Exhibit B (“PaaS Services”). The “Development Services” and “PaaS Services” are collectively referred to herein as “Services”. In the event of a conflict between the terms and conditions of the body of this Agreement (including any amendments accepted in writing by both parties) and Exhibits A and B, the terms and conditions of this Agreement shall control.

3. **Term.** This Agreement shall commence immediately upon the Effective Date and terminates at the end of thirty-six (36) months from the Effective Date, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties. This Agreement may be renewed for an additional 2, 1-year terms upon the mutual written consent of both parties in the form of an amendment to this Agreement. The Contractor understands and agrees that the College has no obligation to extend the Agreement’s term, or contract for the provision of any future Services, and makes no warranties or representations otherwise.

4. **Compensation.**

4.1. The College shall pay Contractor upon Contractor’s completion of, and the College’s acceptance of, the Development Services and PaaS Services rendered hereunder in a total amount not to exceed \$249,000.00 in accordance with the rates and payment schedule specified in Exhibits A and B.

**4.2.** All costs of providing the Services shall be the responsibility of Contractor, with the exception of reimbursement by the College only for costs deemed reimbursable in Exhibit A and Exhibit B. Contractor shall not charge the College for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that the College is responsible for paying for Contractor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Section 112.061, Florida Statutes, and the Colleges travel policies, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Contractor to the College. Any expenses in excess of the amounts prescribed shall be borne by Contractor.

**4.3.** Prices specified in this Agreement will remain firm for the term of the Agreement. Contractor, by executing this Agreement, acknowledges full, total and complete understanding of the extent and character of the Services required and the conditions surrounding the performance thereof. The College will not be responsible for any alleged misunderstanding of the Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

**4.4.** Notwithstanding any provision of this Agreement to the contrary, the College may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Services that has not been remedied or resolved in a manner satisfactory to the College's Project Manager or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by the College.

## **5. Invoices and Payment.**

**5.1.** Contractor shall submit invoices in a form satisfactory to the Project Manager to be forwarded to the College's Account Payable's Department. Contractor is responsible for providing all necessary documentation that may be required by the College, and payment may be withheld for failure of Contractor to comply. At a minimum Contractor shall furnish the following information within invoices that are submitted for request for payment to the College: (a) PO Number, College Project Manager, and Contractor Tax Identification Number; (b) dates for which Services were rendered; (c) detailed description of Services performed; and (d) all 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. The College is tax-exempt and therefore is not obligated to pay sales, use and excise taxes.

**5.2.** The College shall process the Contractor's payment within thirty (30) days from receipt of Contractor's invoice by the College's Accounts Payable Department and written approval of same by the College's Project Manager indicating that the Services have been rendered in conformity with this Agreement.

**6. College Project Manager.** The Project Manager is hereby designated by the College to be the Chief Information Officer who shall represent the College in all technical matters pertaining to and arising from the Services performed under this Agreement. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including but not limited to review of all Contractor payment requests for approval or

rejection and periodic reviews of the work of Contractor as necessary for the completion of Contractor's Services during the period of this Agreement.

## **7. Termination.**

**7.1. *Termination for Convenience.*** This Agreement may be terminated by the College, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the College, Contractor shall cease work and shall deliver to the College all Deliverables as defined herein prepared or obtained by Contractor in connection with its Services. The College shall upon receipt of the aforesaid documents, pay to Contractor and Contractor shall accept as full payment for its Services, a sum of money equal to (a) the fee for each completed and accepted task plus (b) the fee for the percentage of the work completed in any authorized but uncompleted task, less (c) all previous payments made. Contractor acknowledges that the 30 days written notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

**7.2. *Termination for Cause.*** This Agreement may be terminated before the expiration date of the Term on written notice:

**7.2.1.** by Contractor, only in the event the College fails to pay Contractor's properly documented and submitted invoice and such failure continues for ninety (90) days after the College's receipt of written notice of nonpayment;

**7.2.2.** by the College, if Contractor breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor with (ten) 10 days after the College's receipt of written notice of such breach;

**7.2.3.** by the College, immediately, if (a) Contractor becomes insolvent; (b) Contractor is generally unable to pay, or fails to pay, its debts as they become due; (c) Contractor files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (d) Contractor makes or seeks to make a general assignment for the benefit of its creditors; (e) Contractor applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (f) Contractor or any employee, servant, or agent of Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing Services to the College, or is indicted for any crime arising out of or in conjunction with any Services being performed by Contractor for or on behalf of the College; or (g) any contract with the College and any third party on which this Agreement substantially depends is terminated.

**7.2.4.** In the event the Agreement is terminated by the College for cause pursuant to this subsection 7.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 7.1 and the provisions of subsection 7.1 shall apply.

**7.3. *Termination for Non-Appropriation.*** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of the College



is subject to the appropriation of funds by the State of Florida. The College may terminate this agreement immediately in the event of non-appropriation, and such termination shall be without a termination charge or claim of breach. The College's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the District Board of Trustees of Indian River State College for the then-current fiscal year of this Agreement and is otherwise limited to legally available funds. The College may terminate this Agreement in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 7.1.

**7.4.** In connection with any termination of the Agreement for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not actually or adequately performed as of the effective date of termination. In no event will the College be responsible for lost profits of Contractor or any asserted damages which may arise out of an alleged premature termination of this Agreement. Likewise, in no event will the Contractor be responsible for any asserted damages which may arise out of an alleged premature termination of this Agreement.

**8. Standard of Care.** The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement. Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of Contractor under this Agreement. Contractor shall ensure that all employees and agents assigned to render Services under this Agreement are duly qualified, registered, licensed or certified to provide the Services required. Contractor represents and warrants that it knows the particular purpose for which the Services are required and that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.

**9. Inspection and Correction of Defects.** Contractor shall permit the representatives of the College to inspect and observe the Services at all times. If Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, or Services, Contractor shall, at the College's option, either: 1) reperform such portions of the Services to correct such fault, defect or error, at no additional cost to the College, or 2) refund to the College, any amounts paid by the College that are attributable to such portions of the faulty, defective or erroneous Services, including the costs for reperformance of the Services provided by other contractors.

**10. Independent Contractor.** College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on

such amounts. The College does not extend to Contractor or Contractor's agents any authority of any kind to bind the College in any respect whatsoever.

## **11. Compliance with Federal, State and Local Laws.**

**11.1. *General.*** In the performance of the Agreement, Contractor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Contractor shall also comply with all College policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

**11.2. *Nondiscrimination and Equal Opportunity.*** Provider agrees to comply with the all-applicable state and federal laws regarding such nondiscrimination and equality of opportunity. Contractor will not discriminate in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

**11.3. *Permits.*** Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

**11.4. *Public Records.*** If, under this Agreement, Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, Contractor shall:

**11.4.1.** Keep and maintain public records required by the College to perform the Services under this Agreement.

**11.4.2.** Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or College policy.

**11.4.3.** 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 Contractor does not transfer the records to the College.

**11.4.4.** Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of Contractor or keep and maintain public records required by the College to perform the Service. If Contractor transfers all public records to the College upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

**11.4.5.** Contractor shall furnish a copy of any public records request or request for records in any way relating to the College, immediately upon receipt to the College's Director of Purchasing.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COLLEGE'S CUSTODIAN OF PUBLIC RECORDS AT 772-462-7051; [PUBLICRECORDSREQUEST@IRSC.EDU](mailto:PUBLICRECORDSREQUEST@IRSC.EDU); 3209 VIRGINIA AVE, FORT PIERCE, FL 34948.**

**11.5. Confidential Information.** If Contractor has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA). This provision shall survive the expiration or earlier termination of the Agreement.

**11.6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Agreement.

**11.7. E-Verify Required.** Pursuant to 448.095, Florida Statutes, the College and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to the College must use the E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to verify the work authorization status of any newly hired employees. If Contractor subcontracts any of the labor or services for the College, the subcontractor must provide Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. Contractor shall keep a copy of the affidavit on file for the duration of the Agreement. If the College, Contractor, or any subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

**11.8. *State and Federal Funding.*** If the College determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the College shall have the right to terminate this Agreement for its convenience.

**11.9. *Iron and Steel Products.*** If this Agreement is for a "public works project" or for the purchase of materials for a "public work project" as defined in Section 255.0993, Florida Statutes, then any "iron or steel product" as defined in Section 255.0993, Florida Statutes, permanently incorporated in the project must be produced in the United States, unless specifically exempted in accordance with Section 255.0993, Florida Statutes.

**11.10. *Prohibition Against Contingent Fees.*** Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the College shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**11.11. *Conflicts.*** Contractor represents that neither Contractor nor its employees, officers or owners have, or whose relative have, a relationship with the College, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Sections 112.313(3) and (7), and Section 112.3185(6), Florida Statutes, by reason of Contractor entering into this Agreement.

**12. Maintenance of Records; Audits.** Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the College to assure proper accounting of funds and compliance with the provisions of this Agreement. Contractor will cooperate with the College and shall provide specific records and/or access to all of the Contractor's records related to the Agreement. Contractor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by the College and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by the College upon reasonable notice to Contractor.

**13. Insurance.**

**13.1.** Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply



with the Insurance Requirements set forth herein during the term of this Agreement, to include any renewal terms.

**13.2.** Certificates of Insurance and copies of policies evidencing the insurance coverage specified in the following amounts shall be filed with the Purchasing Director before the Effective Date of this Agreement:

**13.2.1.** Standard Workers' Compensation coverage as required by Florida law.

**13.2.2.** Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

**13.3.** The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall name Indian River State College at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 as an additional insured. No changes or cancellations shall be made to the insurance coverage without prior written approval by the College's Risk Management Division.

**13.4.** If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by Contractor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

**13.5.** With regard to all insurance, such insurance shall be primary insurance to the full limits of liability herein before stated; and should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only.

**14. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Indian River State College, the Indian River State College Board of Trustees, the State Board of Education, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnatee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnatee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Contractor's negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

**15. Sovereign Immunity.** The College expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the College beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the College for damages, regardless of the

number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the College, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**16. Force Majeure.** Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the College's purchase order or specified by the College's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either the College or Contractor under this Agreement. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Agreement.

**17. Ownership of Documents.** All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of Services under this Agreement, including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, research projects, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by Contractor in connection with its Services under this Agreement, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be property of the College whether created individually by the Contractor or jointly with the College, on or off premises, and may be reproduced, used and reused at the discretion of the College. Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to the College any and all right, title and interest it now has or may hereafter acquire in and to the Deliverables under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If and to the extent that any preexisting rights are embodied or reflected in the Deliverables, Contractor hereby grants to College the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. If Contractor is providing software, the College may create and retain a copy of the Contractor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. Upon the termination of this Agreement for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to the College, at no additional cost or expense, one reproducible copy, in media acceptable to the College and one complete set on electronic media, of all Deliverables (to

include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services. This provision shall survive the expiration or earlier termination of the Agreement.

**18. Infringement.** Contractor represents that any goods or services furnished or provided to the College, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its own expense, defend any suit brought against the College and will indemnify the College against an award of damages and costs made against the College by a settlement or final judgment of a court that is based on a claim that the use of the Contractor's goods or services by the College infringes on any proprietary right of a third party. Such defense and indemnity shall survive expiration or earlier termination of the Agreement and is supplemental to the indemnification provisions of Section 14.

**19. Use of the College Name or Intellectual Property.** Contractor agrees it will not use the College name or any intellectual property, including but not limited to, the College trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the College.

**20. No Liens.** Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the College to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Services or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the College. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by the College as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, the College shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means the College chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

**21. Assignment and Subcontracting.** Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as agreed to in writing by the College. The College may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without the College's prior written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's

subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

**22. Prohibited Terms.** Any term and/or condition in the Agreement or incorporated herein by reference on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by the College to the Contractor; (b) Restrictions on the hiring of the Contractor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Contractor's or Contractor's subcontractors or agents liability; (f) Indemnification of the Contractor or any other person or entity by the College; and (g) Mediation and arbitration provisions.

**23. Miscellaneous.**

**23.1. *Notices.*** Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to the College:  
Indian River State College  
Attn: Chief Interim Officer  
3209 Virginia Ave.  
Fort Pierce, FL 34981

With Copy to:  
Indian River State College  
Attn: General Counsel  
3209 Virginia Ave.  
Fort Pierce, FL 34981

If to Contractor:  
Remote Technical Solutions, Inc.  
Richard E. Wendel, President  
115 Oak Knoll Ct.  
St. Augustine, FL 32092

**23.2. *Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial.*** This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**23.3. *Attorney Fees.*** In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

**23.4. *Assumption of Risk.*** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of



Contractor in furtherance of Contractor fulfilling its obligations in this Agreement. The College is not liable for the acts of third parties or the consequences of the acts of third parties.

**23.5. *Time is of the Essence.*** Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the College directs and as agreed upon by the Contractor.

**23.6. *Entire Agreement; Amendments.*** This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

**23.7. *Survivability.*** The provisions of this Agreement which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Agreement, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

**23.8. *Severability.*** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

**23.9. *Waiver.*** Neither the College's review, approval, or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

**23.10. *Legal References.*** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**23.11. *Headings; Construction.*** The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**23.12. *Authority to Execute.*** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

**23.13. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the College and Contractor have executed this Agreement as of the dates set forth below.

**COLLEGE:**

**REVIEWED FOR SUBSTANCE BY  
COLLEGE CONTACT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title


\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
Dr. Timothy Moore, President

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature

Richard Wendel

\_\_\_\_\_  
Printed Name

President, Remote Technical Solutions Inc

\_\_\_\_\_  
Title

7/10/2025

\_\_\_\_\_  
Date

## Exhibit A Development Services Scope of Work

**RATE:** - \$175.00/Hour for remote services

**DESCRIPTION:** - Undertake Banner Developer/Analyst engagements as requested by College and agreed upon by RTS

### Banner Technical and Functional Administration

- Troubleshoot “technical” Banner problems
- Troubleshoot “functional” Banner problems
- Assist, direct setup, or setup of Banner functionality as requested
- Assist, direct setup, or setup of related functionality and integration as requested
- Assist, direct setup, or setup of reports and other reporting as requested
- Other Banner “technical” projects as agreed upon.
- Other Banner “functional” projects as agreed upon.

### INTEGRATION CATEGORIES AND ESTIMATED HOURS TO IMPLEMENT:

Integration ID / Name	Integration Description	Build Owned By	Ethos Categorization	Direction (Inbound = Inbound TO Banner)	Estimated Hours to Implement	Estimated Training Hours
Bright Futures / OSFA FL	Bright Futures, Fin Aid.	RTS	Partner Delivered	Unknown	40	16
FLDOE FASTER	FASTER Transcripts - retrieves transcripts & responds to requests for transcripts, post transcripts to students record, retrieves and responds to requests for Transient Students, and generates FASTER Transcripts - retrieves transcripts imports them into SHATRAM	RTS	Partner Delivered	Bi-directional	16	8
FLDOE FASTER (IMPORT AND ARTICULATON)	FASTER Transcripts - retrieves transcripts imports them into SHATRAM	RTS	Partner Delivered	Inbound	40	16
Florida Prepaid	Prepaid tuition program - Student Accounts Financial Aid, retrieves file then loads student FL Prepaid info	RTS	Partner Delivered	Unknown	40	16
Florida Shines (file uploads)	Managed by FLVC - Virtual Campus - sends files with online courses and course sections offered for	RTS	Partner Delivered	Unknown	10	4
Florida Shines (advising interface)	Managed by FLVC - Virtual Campus - advising interface	RTS	Partner Delivered	Unknown	40	4
FLDOE Reporting	State Reporting from Ashley's team to FL. ** Note, this may ot technically be an integration with RTS.	RTS	Ethos Custom (Client owned)	Outbound	200	
FLEID	Florida Educational ID	RTS	Ethos Custom (Client owned)	Unknown	16	
					Hrs Sum	64
					\$ 175.00	\$ 11,200.00
					\$ 70,350.00	\$ 11,200.00

### EXPECTED DELIVERABLES:

State Reporting: Initial 200 hours are based only on an initial assessment. Additional hours may be required based on a number of initially indeterminable circumstances. Care will be taken by Consultant to provide Customer with additional requirements as they become aware of circumstances.

- Student Database (SDB)

- Personnel Data Base (PDB)

- Personnel Data Base Annual Salary and Fringe Benefits (4E) Report (PDB) End (Record Type 1, Record Type 6 and Record Type 7)

- Personnel DMS Salary Report (Record Type 1 and Record Type 8)

- Annual Personnel Report (APR)

- Facilities Data Base (FAC)

- Admission Data Base (ADB)

- Annual Financial Aid Data Base (Record Type 1 and Record Type 8)

#### Faster

- Send/Request/Receive R01/R20/R30

- Scheduled Send/Request

- High School Requests

- SPEEDE conversion requests

- Transfer Articulation -

- Print files parsed into individual files, redacted, pushed into external document management systems

#### FACTS

- Including latest 2024 process edits

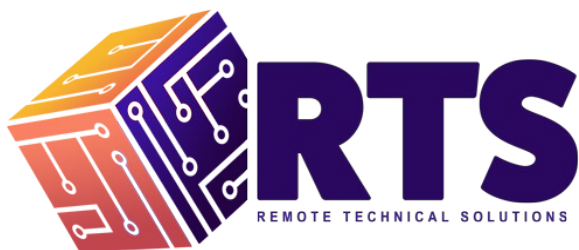
#### 3-Peat Process

ACT/ SAT Test Scores, SRT Load, PERT Load

#### FLEID

Deliverables Time Period: Everything except 'State Reporting' due by the end of first year. State Reporting-each will be available at least 1 month prior to their 'reporting period opening date'.





*DataflowHBR (Hosted by RTS) Platform provides the connected data management capabilities missing from third party applications, and the facilities to exchange data between those systems in the most efficient way*

## HBR Platform – (Hosted by RTS)

### DataflowHBR

Recurring Pricing - \$48,000 / Annual

Environment Initialization - \$20,000

Development Pricing - \$175 / hour first year

#### Shared Application Development (Consortium Style)

- Anything anyone already has developed, you have access to, FREE.
- Group billing for agreed upon projects (RTS has been doing this among 11 FCS schools for 20 years coordinating FASTER and FL Shines Feature requirements)

#### Some Turn Key Applications - available for free as they become available

- Same deal. We're developing marketplace style apps that you would have full, FREE access to when on this platform.

This includes a 3 year pricing lock. This is siloed architecture. Each school's data is completely isolated from each other at EVERY layer. If you want more dedicated resources based on bring-your-own-tool needs, we can host those for an additional fee.

### Brief Description of DataflowHBR

DataflowHBR (Hosted by RTS) is a combination platform engine that is unlike any other. It combines Workflow style process execution with EDI and API capabilities, event forwarding,

handling and translation. In addition, the platform provides for custom code execution, rapid low-code application development and ERP feature integration. Other future integrations will be centered around LMS, central data analytics dashboard, data warehousing, data lakes, etc.

## State of Florida – State Reporting, FASTER, Florida Shines

By default, this platform excels at providing the necessary interfaces for the State of Florida. FLVC and Florida Shines, FASTER and the all-encompassing State Reporting. FGC, GCSC and NWFSC have been using state reporting with a similar front end (APEX) for years (as implemented by RTS). In addition, the new FASTER interfaces we've designed have made FASTER 'cool' again. And finally, with FL Shines, RTS intends on making its relationship with FLVC stronger than ever through new smart interfaces designed hand-in-hand with FLVC architects.

## “Not Just Forms, Applications”

DataflowHBR also includes access to low-code programming environments for deployment of applications, not just data collection forms. With traditional AAA access layers (Authentication, Authorization and Auditing), this low-code environment gives you deployment opportunities in hours, not months. SSO will be available into any developed applications.

## Data Exchange and Bi-Directional Updates

Applications centered on data review and bulk updates like Bank Reconciliation, Mass Registration, etc are at the forefront of this platform. In Florida specifically, FASTER transcript handling and transmission, FACTS and State Database generation, review and submission are all valid examples of this type of work the platform will allow.

## Workflow Integration

Event driven process management can reduce the issues surrounding data exchange interfaces. It's not just for LMS registration events. Policy driven decisions, enhanced access controls and more can be driven by proper event management. Access to the DataflowHBR platform includes access to our workflow engine processing as well.

## Mix of Automation and Human Tasks

Intermingle human readiness tasks with back end automated processes, seamlessly.

## SPECIFICS – WHAT CAN I EXPECT THIS PLATFORM TO SOLVE?

State Reporting (includes future 2025 interface with data validation and “pre-cog” features):

- Student Database (SDB)
- Personnel Data Base (PDB)
- Personnel Data Base Annual Salary and Fringe Benefits (4E) Report (PDB) End (Record Type 1, Record Type6 and Record Type7)
- Personnel DMS Salary Report (Record Type 1 and Record Type 8)
- Annual Personnel Report (APR)
- Facilities Data Base (FDB)
- Admission Data Base (ADB)
- Annual Financial Aid Data Base (SDB Record Type 1 and Record Type 8)
- FLEID, incorporate the automated method RTS in development for SFSC

### PeopleFirst

- 001, 002, 123 and Summary file automation
- Autoterm web interface for terminating old benefits
- 002 api upload into Banner SaaS with reporting, etc

### FASTER

- Transfer Articulation
- Print files parsed into individual files
- Redacted, if necessary, prior to upload to BDM or other API based document management systems
- Able to be integrated with Parchment replacement backend send

### FACTS / Florida Shines

- REST Based (2023 changes)
- Future changes for Catalog/Program upload replacement as well

### Admissions (Full or Additive/Gaps)

- State of Florida required survey information not included in Application Experience upload

- Automated Admissions pull based on 'prior college' on transfer/transient apps for FASTER based schools

### 3-Peat Process

- Override interface for appeals approvers
- Instant application of the payment and reversal (no post-process)
- Instant application of grade mode
- Notification of advisors for student success resources

ACT/ SAT Test Scores, SRT Load, PERT Load

Bank Reconciliation (AP recon completed – Payroll in progress [api is weeks new])

User Provisioning Connector(s) with Onboarding Forms

Learning Management Connector(s) with Data Extract(s)

Other Features Typical of Platforms like Dynamic Forms, Microsoft Forms, Jotform, Formstack, etc.

Ability to use these services to feed other outbound/inbound services by proxy like Dynamic Forms, etc.



PASCO-HERNANDO STATE COLLEGE

FASTER Transcript Processing

richard.wendel@phsc.edu

Home

Send/Rec History

Validation/Mapping

FASTER Transcript Processing

Mapping - Tests

Mapping - Degrees

Send / Receive Faster Request

STUDENT

SCHOOL

ID

SPEEDE

Campus

Submit Request

Receive

Send

TranscriptR01

CostR20

EnrollmentR30

Future Date

Stats

5

4

4

3

3

2

2

1

1

0

2024-11-17T00:00:00

2024-11-20T00:00:00

Group 3

Group 4

https://app.phsc.hostedbyrtr.cloud/ords/r/apps/faster-transcript-processing/mapping-tests?session=4923755165491

Debug

Quick Edit

Customize

SOUTH FLORIDA

PeopleFirst - FL

wendel@southflorida.edu

Home

PTRBDCA Setup

Upload BNO-002

BNO\_002 Benefits

BNO\_002 Overage

State Benefits

POADEDN (w Eff Date)

Auto Term

Payroll Deductions

BNO\_002 Benefits

Parameters

Load Date From

20240711

Load Date To

20241118

Refresh

Go

Actions

Load Date Key	BannerID	Logid	Full Name	State Plan	State Cov	Sps Program	Bdca	Bdca Long Desc	Plan	Bdca plan Desc	Defn Begin	Processing	Ins Prem	Plan Cost	Tax Code	Cov Start	Cov End	BCat	Ecls
20241118	XI	0		4032	0020	N	DT1	Dental Met Life	48	MetLife Standard FAM	12/1/2024	Y	108.76		PreTax	1/1/2025		FT	C1
20241118	XI	0		1001	0001	N	L01	Basic Life Insurance	01	Basic Life Insurance	12/1/2024	Y			PreTax	1/1/2025		FT	C1
20241118	XI	0		0100	0001	N	MF1	State Medical Plan	01	State PPO EE	12/1/2024	Y	50.00		PreTax	1/1/2025		FT	C1
20241118	XI	0		3004	0020	N	V01	3004 Humana Vision	04	Family	12/1/2024	Y	18.16		PreTax	1/1/2025		FT	C1
20241118	XI	0		4032	0006	N	DT1	Dental Met Life	45	MetLife Standard EE	12/1/2024	Y	36.24		PreTax	1/1/2025		FT	F4
20241118	XI	0		1001	0001	N	L01	Basic Life Insurance	01	Basic Life Insurance	12/1/2024	Y			PreTax	1/1/2025		FT	F4
20241118	XI	0		1102	0003	N	L02	Optional Term Securian 1102	30	Securian 3x Salary	12/1/2024	Y			AfterTax	1/1/2025		FT	F4
20241118	XI	0		0100	0001	N	MF1	State Medical Plan	01	State PPO EE	12/1/2024	Y	50.00		PreTax	1/1/2025		FT	F4
20241118	XI	0		3004	0006	N	V01	3004 Humana Vision	01	Employee	12/1/2024	Y	5.92		PreTax	1/1/2025		FT	F4
20241118	XI	0		5002	0020	N	A01	5002 Colonial Accident Prot	04	Family	12/1/2024	Y	36.00		PreTax	1/1/2025		FT	P1
20241118	XI	0		4092	0020	N	DH1	Dental Humana	36	Humana Standard FAM	12/1/2024	Y	91.98		PreTax	1/1/2025		FT	P1
20241118	XI												47.12		PreTax	1/1/2025		FT	P1

FBI PRODUCTION

App 104

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Current Term 3Peats

Term Management

Attribute Exclusions

Settings

### Current Term 3Peats

Current Term 3Peats

	Term Code	Student ID	Crm	Subj Code	Crse Numb	Type	Override Ind	Detl Code	Add Date
	202408		80496	COP	1000	R	N	T3PT	12/09/2024 13:21:47
	202408		80496	COP	1000	R	N	T3PT	12/09/2024 13:19:45
	202408		80568	ENC	1101	R	Y	T3PT	12/06/2024 12:08:53
	202408		84826	ETS	2700C	R	N	T3PT	11/27/2024 16:45:22
	202408		84826	ETS	2700C	R	N	T3PT	11/27/2024 16:45:22
	202408		83600	AMH	2020	R	N	T3PT	11/27/2024 16:44:41
	202408		84136	SLS	1301	R	N	T3PT	11/27/2024 16:44:41
	202408		81581	PSY	2012	R	N	T3PT	11/27/2024 16:44:40
	202408		80019	DEP	2004	R	N	T3PT	11/27/2024 16:44:33
	202408		80610	ENC	1102	R	N	T3PT	11/27/2024 16:44:25
	202408		80421	STA	2023	R	N	T3PT	11/27/2024 16:44:04
	202408		83228	BSC	1005	R	N	T3PT	11/27/2024 16:44:00
	202408		80585	ENC	1101	R	N	T3PT	11/27/2024 16:43:56
	202408		84810	CHM	1045	R	N	T3PT	11/27/2024 16:43:46
	202408		80455	ACG	2071	R	N	T3PT	11/27/2024 16:42:55
	202408		80404	MAT	1033	R	Y	T3PT	11/27/2024 00:00:00
	202408		84595	COP	1000	R	N	T3PT	11/27/2024 00:00:00
	202408		81025	BSC	2085	R	Y	T3PT	11/27/2024 00:00:00
	202408							T3PT	11/27/2024 00:00:00

Home

Current Term 3Peats

Term Management

Attribute Exclusions

Settings

### Current Term 3Peats

Current Term 3Peats

	Term Code	Student ID	Crm	Subj Code	Crse Numb
	202408		80496	COP	1000
	202408		80496	COP	1000
	202408		80568	ENC	1101
	202408		84826	ETS	2700C
	202408		84826	ETS	2700C
	202408		83600	AMH	2020
	202408		84136	SLS	1301
	202408		81581	PSY	2012
	202408		80019	DEP	2004
	202408		80610	ENC	1102
	202408		80421	STA	2023
	202408		83228	BSC	1005
	202408		80585	ENC	1101
	202408		84810	CHM	1045
	202408		80455	ACG	2071
	202408		80404	MAT	1033
	202408		84595	COP	1000
	202408		81025	BSC	2085
	202408				

3Peat Detail

Student Id

Term Code

Crm

Type

Subj Code

Crse Numb

Seq Num

Levl Code

Detl Code

Add Date

Total Fee

Total Reversal

Override Ind

Grant-override

Username

api

Activity Date

12/09/2024 13:21:47

Error Code

Term Management

https://app.hbrsandbox.gulfcoast.edu/ords/r/apps/threepeat-management/term-management?session=9873481849902

Uninvoiced Report... Uninvoiced Report... Invoices - Remote T... For College HR Prac... DocsRichard - Dro... RTS Manager - Pay... jreports Banner Ethos API Suggested Sites Other favorites

GULF COAST STATE COLLEGE

Threepeat Management v24.1

wendelr

Home

Current Term 3Peats

Term Management

Attribute Exclusions

Settings

Term Management

Create

	Term Code	Activated	Username	Activity Date	Fee Per Hour	Detail Code	Src Code
	202408	Y	wendelr	11/27/2024	266	T3PT	T

Release 1.0

HBR SANDBOX App 106 Page 5 Session Debug Quick Edit Customize

PeopleFirst - FL

wendelr@southflorida.edu

Home

Upload BNO-002

BNO\_002 Benefits

State Benefits

PTRBDCA

BDCAPlan

BDCA LD

PDADEN

PTRBDCA\_SAAS

PTRBDPL\_SAAS

PTRLIFE\_SAAS

PTRLIF\_SAAS

PTRCOVR\_SAAS

PTRBDFQ\_SAAS

PTRPREM\_SAAS

PTRBDLD\_SASS

Auto Term

Auto Term - DEDN

Auto Term - ID

Home \

Auto Term

Process Terminations

Empl Id	Date Entered
	11/14/2024

1

Dedn Code	Term Date
ADD	11/30/2024
ADS	11/30/2024
ALI	11/30/2024
ALP	11/30/2024
ALW	11/30/2024
AS3	11/30/2024
DB1	11/30/2024
DB2	11/30/2024
DM1	11/30/2024
DM2	11/30/2024

1 2 3 4

Release 1.0

HBR SANDBOX App 105 Page 27 Session Debug Quick Edit Customize

PeopleFirst - FL

wendelr@southflorida.edu

Home

Upload BNO-002

BNO\_002 Benefits

State Benefits

PTRBDCA

BDCAPlan

BDCA LD

PDADEN

PTRBDCA\_SAAS

PTRBDPL\_SAAS

PTRLIFE\_SAAS

PTRLIF\_SAAS

PTRCOVR\_SAAS

PTRBDFQ\_SAAS

PTRPREM\_SAAS

PTRBDLD\_SAAS

Auto Term

Auto Term - DEDN

Auto Term - IDs

Home \ Auto Term \

Auto Term - DEDN

Auto Term - DEDN

Create

Q

Search: All Text Columns

Go

Actions

Reset

	Dedn Code	Term Date	Activated
	ADD	11/30/2024	Y
	ADS	11/30/2024	Y
	ALI	11/30/2024	Y
	ALP	11/30/2024	Y
	ALW	11/30/2024	Y
	AS3	11/30/2024	Y
	DB1	11/30/2024	Y
	DB2	11/30/2024	Y
	DM1	11/30/2024	Y
	DM2	11/30/2024	Y
	HA1	11/30/2024	Y
	HA2	11/30/2024	Y
	HB1	11/30/2024	Y
	HB2	11/30/2024	Y

HBR SANDBOX

App 105

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Session

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Total 36

PeopleFirst - FL

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Home

Upload BNO-002

BNO\_002 Benefits

State Benefits

PTRBDCA

BDCAPlan

BDCA LD

PDADEN

PTRBDCA\_SAAS

PTRBDPL\_SAAS

PTRLIFE\_SAAS

PTRLIF\_SAAS

PTRCOVR\_SAAS

PTRBDFQ\_SAAS

PTRPREM\_SAAS

PTRBDLD\_SAAS

Auto Term

Auto Term - DEDN

Auto Term - IDs

Home \ Auto Term \

Auto Term - IDs

Auto Term - IDs

Create

Q

Search: All Text Columns

Go

Actions

Reset

	Empl Id	Activated	Date Entered	Date Processed	Bdca Codes Dropped
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No data found

Auto Term - IDs - Completed

Q

Search: All Text Columns

Go

Actions

Reset

	Empl Id	Activated	Date Entered	Date Processed	Bdca Codes Dropped
	X	Y	11/14/2024	11/14/2024	
	X	Y	11/14/2024	11/14/2024	
	X	Y	11/14/2024	11/14/2024	
	X	Y	11/14/2024	11/14/2024	

HBR SANDBOX

App 105

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Quick Edit

Customize

Total 4



Banner Sleepwake Manager

Home

Printers

Jobs

Jobs

Search...

TRN\_REG4700\_U  
SHRTRTC

TSRCBIL\_FALL\_SCH  
TSRCBIL

TSRCBIL\_SPRING\_SCH  
TSRCBIL

TSRCBIL\_SUMMER\_SCH  
TSRCBIL

Job Run Schedule Detail

Jrun Job Name  
TSRCBIL\_FALL\_SCH

Jrun Printers  
reg4700 x mis2100 x ccxerox x dssxerox x cnslj4 x

☒ reg4700

☒ mis2100

☒ ccxerox

☒ dssxerox

☒ cnslj4

Cancel

Delete

Apply Changes

MCCB Audit

MCCB Term  
202320 Spring 2023

Heather Margio

Home

MSVCC Remote Upload

Administration

Course File Corrections

MCCB Audit - MSDelta

Load Faculty Stage Table

Load Course Stage Table

Load Enrollment Stage Table

Load Schedule Stage Table

Download Faculty File

Download Course File

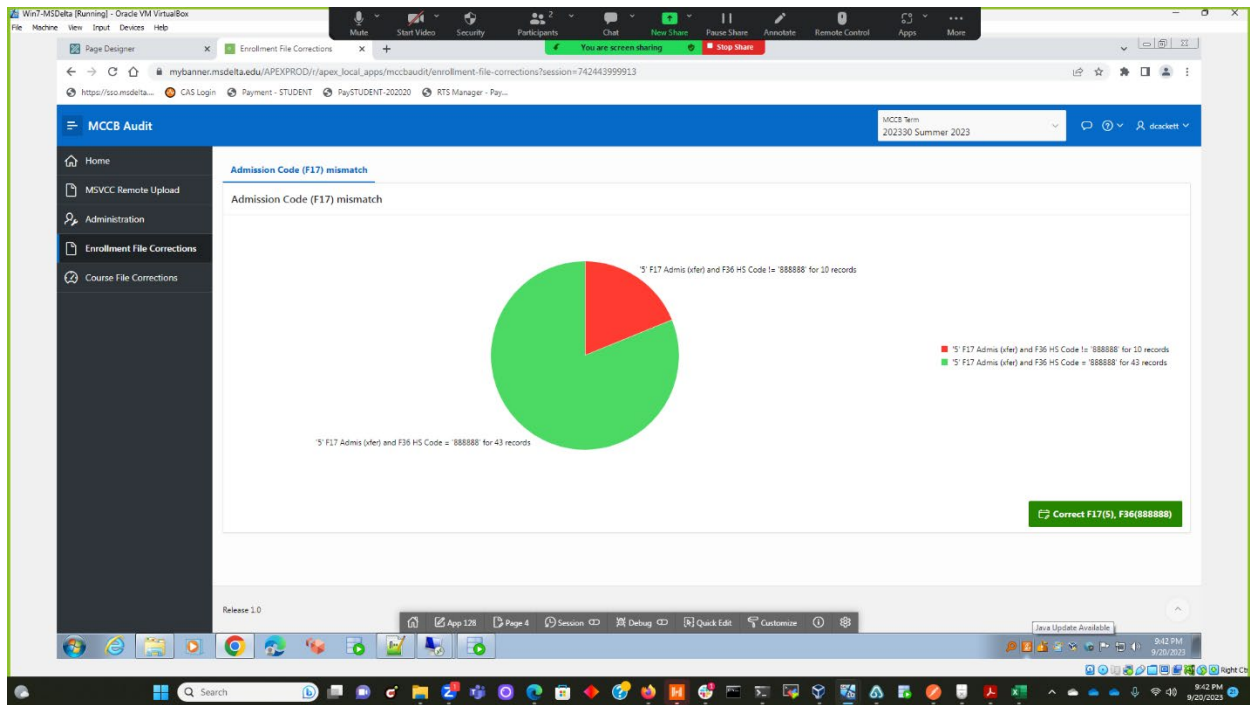
Errors - Course File  
Course file contains records 1 with length != 105

Download Enrollment File

Errors - Enrollment File  
Birth date is too close (or surpasses) HS Grad Date for 1 records (1)

Warnings - Enrollment File  
Dual Enroll from Out-Of-State HS - 3 records  
'B' F17 Admis and init enroll term < 5yr for 77 records  
'G' F17 Admis (dual enr) and HS Grad date not blank for 1 records

2:32 PM  
9/15/2023



Parking Permit Maintenance

https://secure.cfk.edu/apex/r/cfk\_apps/parking-permit-request-ui/home?session=8728082323756

Permit Request

Basic Info

☐ New ☐ Renewal ☐ Replacement

Term Sticker Requested Campus Dorm Room Number (if applicable)

Driver Info

Drivers License State Drivers License Number

Contact Phone

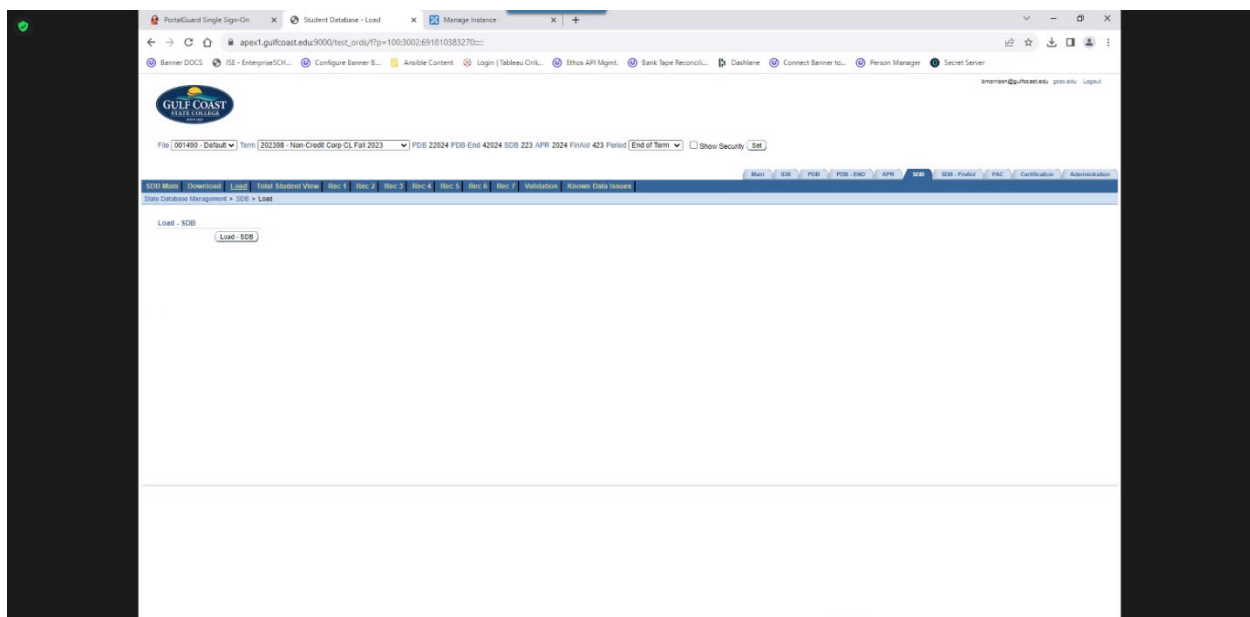
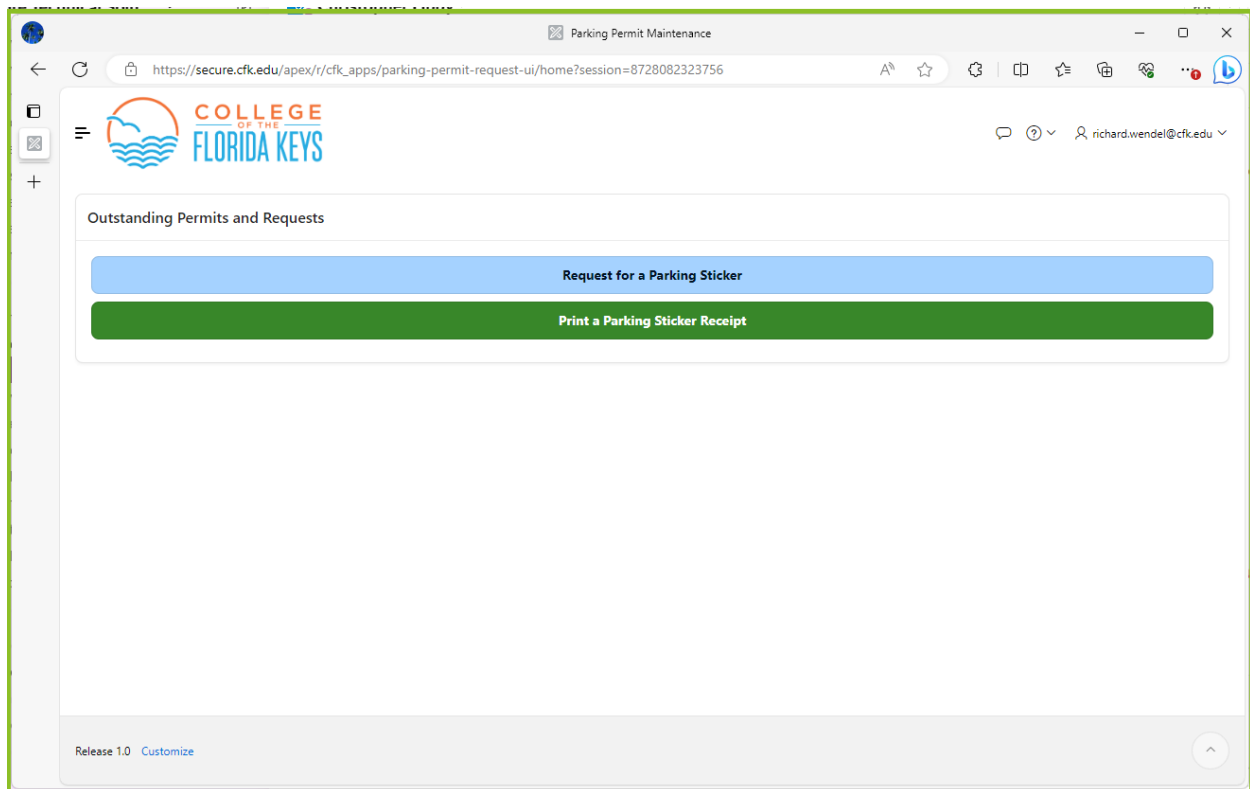
Automobile Info

Tag State Tag# Other ID

Year Make Model Color


Desc

Submit Request for Parking Sticker



Page Designer College Policies

https://bpsb.bhc.edu/apexprod/r/apex\_local\_apps/passwordreset/home?session=574414796295



# Black Hawk College

## Black Hawk College

### Password Reset

There are no additional policies that have not been accepted.

Policies that have been Accepted

View ↑	College Policy	Date Of Acceptance	Acceptance Status
<a href="#">View</a>	Board Policy	06-MAY-24	Accepted
<a href="#">View</a>	Student Handbook	06-MAY-24	Accepted


1 - 2

**Please make note of the username and password for your records. You will need this information to access the portal.**

Monday, May 6, 2024

Page Designer Password Reset Complete

https://bpsb.bhc.edu/apexprod/r/apex\_local\_apps/passwordreset/6?session=574414796295



# Black Hawk College

## Black Hawk College

### Password

Your password has now been set/reset. If you would like to continue to the portal click below. You will be forwarded there in 10 seconds.

**Please be advised that the processing of your password set/reset may require up to 15 minutes for completion.**

[MyBHC Portal](#)

10:35 PM 5/6/2024





## Thank you for enrolling!

Your link to reset your SCF student account password is below. You will be presented with policies you must agree to before resetting your password.

[Click Here to Reset Your Password](#)

Join our growing communities!



This email is not spam. It is a direct link to allow you to reset your password using the secure, State College of Florida portal. It was sent to you as a part of your desire to enroll in classes at SCF.

Integration ID / Name	Integration Description	Build Owned By	Ethos Categorization	Domain	Vendor	Vendor Led Integration	Direction (Inbound =	Estimated Hours to	Estimated Training	Additional Costs	
Bright Futures / OSFA FL	Bright Futures, Fin Aid.	RTS	Partner Delivered	STU	Florida Office of Student	No	Unknown	40	16	Base code included, cost to implement	
FLDOE FASTER	FASTER Transcripts - retrieves transcripts & responds to requests for transcripts, post transcripts to students record, retrieves and responds to requests for Transient Students,	RTS	Partner Delivered	STU	FL DoE, TIBCO	No	Bi-directional	16	8	Base code included, cost to implement individual to each school	
FLDOE FASTER (IMPORT AND ARTICULATION)	FASTER Transcripts - retrieves transcripts imports them into SHATRAM	RTS	Partner Delivered	STU	FL DoE	No	Inbound	40	16	Base code included, cost to implement	
Florida Prepaid	Prepaid tuition program - Student Accounts Financial Aid, retrieves file then loads	RTS	Partner Delivered	STU	State of FL	No	Unknown	40	16	Base code included, cost to implement	
Florida Shines (file uploads)	Managed by FLVC - Virtual Campus - sends files with online courses and course sections	RTS	Partner Delivered	STU	State of FL	No	Unknown	10	4	Base code included, cost to implement	
Florida Shines (advising interface)	Managed by FLVC - Virtual Campus - advising interface	RTS	Partner Delivered	STU	State of FL	No	Unknown	40	4	Base code included, cost to implement	
FLDOE Reporting	State Reporting from Ashley's team to FL. ** Note, this may technically be an integration with RTS.	Unknown	Ethos Custom (Client owned)	STU	State of FL	No	Outbound	200		Base code included, cost to implement individual to each school. If I hard bid	
FLEID	Florida Educational ID	Unknown	Ethos Custom (Client owned)	HCMS	State of FL	No	Unknown	16		Base code included, cost to implement	
Banner - Email values in GOREMAL	This is part of the overall user provisioning process, populates GOREMAL with email	Ellucian	Ellucian-Product Delivered	STU		No	Unknown				
Everbridge Alerts - Emergency	Sends student demographic information to	Ellucian	Ellucian-Product	STU	Everbridge	No	Outbound				
ExLibris ALMA	Sends Student data to Alma	Ellucian	Ellucian-Product	STU	Ex Libris	No	Outbound				
Maxient	Student Conduct, WD had one for Student	Ellucian	Ellucian-Product	STU	Maxient	No	Outbound				
TutorTrac - Trac Cloud	Send student and course information to	Ellucian	Ellucian-Product	STU	TracCloud by	No	Outbound				
Adobe Creative Cloud	Used to extract student data, student course integration record, academic period, student	Unknown	Ethos Custom (Client owned)	HCMS	Adobe	No	Outbound	10			
AIM	AIM is for Student accommodations for students with disabilities. We believe	Unknown	Ethos Custom (Client owned)	STU	Accessible Information	No	Outbound	10			
BibliU	There will be 5 integrations:	Unknown	Partner Delivered (Question here)	FINST	BibliU		Bi-directional	60			
	1. Course Import - OB Course / Section data to POS									(some code already available from other bookstore integrations like SFSC)	
	2. SFA - OB Student accounts and aid balance										
	3. SFA - IB Student bookstore transactions										
Casas	Inbound test scores	Unknown	Ethos Custom (Client owned)	STU	Casas	No	Inbound	20			
Encoura	Imports ACT (formerly American College	Unknown	Ethos Custom (Client owned)	STU	Encoura	No	Inbound	20			
Hyland OnBase	Document Management. Need two flat file extracts, one for Students one for	Unknown	Ethos Custom (Client owned)	STU	Hyland	No	Outbound	10			
RiverLife	Student Affairs.This is the Anthology Engage product, sending Student demographics.	Unknown	Ethos Custom (Client owned)	STU	CampusLabs	No	Outbound	10			
Simple Syllabus	4 integrations sending Student and Employee demographic, course information, Import GED Test scores	Unknown	Ethos Custom (Client owned)	STU	Simple Syllabus	No	Unknown	10			
Tab	Banner to Active Directory / Okta, but our overall user provisioning process may include write-back to Banner. GOREMAL integration is owned by Ellucian.	Unknown	Ethos Custom (Client owned)	STU	Data	No	Inbound	10			
User Provisioning		Unknown	Ethos Custom (Client owned)	HCMS	Okta	No	Outbound				
										https://rts.dba.harvestapp.com/client/estimates/6b0b09ef852aaef4477654ca45e75a35aff0f66d	
										This is for our typical user provisioning product but I would need to discuss if there is overlap with Okta.	
										30,000 initial + 5000 / yr but lets discuss	
Awarded	The Foundation is using a system called Awarded for Financial Aid Scholarship Management. Would like to explore the possibility of building an integration from Banner to Awarded. Also need to understand Academic and Event scheduling	Vendor	Vendor-Provided	STU	Awarded Software	No	Outbound			Support through project management or service channels as needed	
CourseDog		Vendor	Vendor-Provided	STU	CourseDog	Yes	Unknown			Support through project management	
Element 451	Student CRM, application data. We will likely need outbound for Student data, plus	Vendor	Vendor-Provided	STU	Element 451	Yes	Bi-directional			Support through project management	
NelNet	Tuition Payment Plan. I believe it is only bringing in Sponsor Contract information	Vendor	Vendor-Provided	STU	NelNet	Yes	Inbound			Support through project management	
NSC	Student Clearinghouse - Degree Verify & Enrollment Verification, both of these are run	Vendor	Vendor-Provided	STU	National Student	Yes	Unknown			Support through project management	
Parchment	Transcripts	Vendor	Vendor-Provided	STU	Parchment	Yes	Unknown			Integration for 'wayward' requests getting to Parchment	
Transact	Student Deposits, Student Payments, 1098-T reporting, Cashiering, 1098-T Overrides,	Vendor	Vendor-Provided	STU	Transact	Yes	Bi-directional	20		Support through project management	
							Hrs Sum	582	64		
							Per hr	\$ 175.00	\$ 101,850.00	##### \$	5,000.00

## Exhibit B

### PLATFORM AS A SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING REMOTE TECHNICAL SOLUTIONS INCORPORATED SERVICES. BY ACCESSING OR USING SOFTWARE OR SERVICES OFFERED, YOU (“the Customer” or “College”) SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES.

This Platform as a Service (“PaaS”) Agreement (“**Agreement**”), effective as of the date last signed as per the Services Agreement is entered into between Customer and Remote Technical Solutions, Inc. a Georgia corporation (“**RTS**” or “Contractor”), with its principal place of business at 115 OAK KNOLL CT ST. AUGUSTINE, FL 32092. RTS and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

#### 1. DEFINITIONS

“**Administrator User**” means each Customer employee designated by Customer to serve as technical administrator of the PaaS Services on Customer’s behalf. Each Administrator User must complete training and qualification requirements reasonably required by RTS.

“**Staff User**” means each Customer employee allowed access by Customer as a general user of the PaaS Services on Customer’s platform.

“**Student User**” means each Customer student allowed access by Customer as a general user of the PaaS Services on Customer’s platform.

“**Customer Content**” means all data and materials provided by Customer to RTS for use in connection with the PaaS Services, including, without limitation, customer applications, data files, and graphics.

“**Documentation**” means the user guides, online help, release notes, training materials and other documentation provided or made available by RTS to Customer regarding the use or operation of the PaaS Services.

“**Host**” means the computer equipment on which the Software is installed, which is owned and operated by RTS or its subcontractors.

“**Data Adapter**” means a unique collection of software packages that form a singular module for data manipulation specific to a desired outcome. Data Adapters are classified as “In-bound only”, “Out-bound only”, and “Bi-directional.”

“**Maintenance Services**” means the support and maintenance services provided by RTS to Customer pursuant to this PaaS Agreement and Exhibit 2.

“**Other Services**” means all technical and non-technical services performed or delivered by RTS under this PaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the PaaS Services and the

Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. Services that are not part of the annual charge are billed monthly.

**“Schedule”** is a written document attached to this PaaS Agreement under Exhibit 1 or executed separately by RTS and Customer for the purpose of purchasing PaaS Services under the terms and conditions of this PaaS Agreement

**“Software”** means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

**“PaaS Services”** refer to the specific RTS’s internet-accessible service identified in a Schedule that provides use of RTS’s data management Software that is hosted by RTS or its services provider and made available to Customer over a network on a term-use basis.

**“Subscription Term”** shall mean that period specified in a Schedule during which Customer will have on-line access and use of the Software through RTS’s PaaS Services. .

## **2. PAAS SERVICES**

2.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the PaaS Services solely for your internal business operations subject to the terms of this Agreement and up to the number of Data Adapters documented in the Schedule. Customer acknowledges that other customers also use RTS’s PaaS Services, and that Customer has no exclusive rights. RTS is free to license software to other parties.

2.2 Customer acknowledges that this Agreement is a services agreement and RTS will not be delivering copies of the Software to Customer as part of the PaaS Services.

## **3. RESTRICTIONS**

Customer shall not, and shall not permit anyone to: (i) copy or republish the PaaS Services or Software, (ii) make the PaaS Services available to any person other than authorized PaaS Services users, (iii) use or access the PaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the PaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the PaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the PaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the PaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, RTS shall own all right, title, and interest in and to the Software, services, Documentation, and other deliverables provided under this PaaS Agreement, including all modifications, improvements, upgrades, derivative works, and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title, and interest it may have in the foregoing to RTS.

## **4. CUSTOMER RESPONSIBILITIES**



4.1 Assistance. Customer shall provide commercially reasonable information and assistance to RTS to enable RTS to deliver the PaaS Services. Upon request from RTS, Customer shall promptly deliver Customer Content to RTS in an electronic file format specified and accessible by RTS. Customer acknowledges that RTS's ability to deliver the PaaS Services in the manner provided in this PaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the PaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that RTS exercises no control over the content of the information transmitted by Customer or the users of Customer's deployed applications through the PaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.3 Unauthorized Use; False Information. Customer shall: (a) notify RTS immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to RTS immediately and use reasonable efforts to stop any unauthorized use of the PaaS Services that is known or suspected by Customer or the users of Customer's deployed applications, and (c) not provide false identity information to gain access to or use the PaaS Services.

4.4 Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. RTS shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

4.5 Customer Input. Customer is solely responsible for collecting, inputting, and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify RTS immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to RTS immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or the users of Customer's deployed applications, and (iii) not provide false identity information to gain access to or use the Service.

4.6 License from Customer. Subject to the terms and conditions of this PaaS Agreement, Customer shall grant to RTS a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display, and transmit Customer Content solely as necessary to provide the PaaS Services to Customer.

4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. RTS or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some RTS programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by RTS and not under the Agreement.

4.8 Suggestions. RTS shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the PaaS Services any suggestions, enhancement requests, recommendation or other

feedback provided by Customer, including Users, relating to the operation of the PaaS Services.

## **5. ORDERS AND PAYMENT**

5.1 Orders. Customer shall order PaaS Services pursuant to the Schedule. All PaaS Services acquired by Customer shall be governed exclusively by this PaaS Agreement and the applicable Schedule. In the event of a conflict between the terms of the Schedule and this PaaS Agreement, the terms of the Schedule shall take precedence.

5.2 Invoicing and Payment. Unless otherwise provided in the Schedule, RTS shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to RTS in United States Dollars.

5.3 Expenses. INTENTIONALLY OMITTED.

5.4 Taxes. Customer shall not be liable for taxes based on RTS's net income, capital, or corporate franchise.

## **6. TERM AND TERMINATION**

6.1 INTENTIONALLY OMITTED.

6.2 INTENTIONALLY OMITTED.

6.3 Suspension for Non-Payment. RTS reserves the right to suspend delivery of the PaaS Services if Customer fails to timely pay any undisputed amounts due to RTS under this PaaS Agreement, but only after RTS notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the PaaS Services shall not release Customer of its payment obligations under this PaaS Agreement. Customer agrees that RTS shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the PaaS Services resulting from Customer's nonpayment.

6.4 Suspension for Ongoing Harm. RTS reserves the right to suspend delivery of the PaaS Services if RTS reasonably concludes that Customer or an PaaS Service user's use of the PaaS Services is causing immediate and ongoing harm to RTS or others. In the extraordinary case that RTS must suspend delivery of the PaaS Services, RTS shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. RTS shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the PaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit RTS's rights under Section 6.5 below.

6.5 Effect of Termination.

(a) Upon termination of this PaaS Agreement or expiration of the Subscription Term, RTS shall immediately cease providing the PaaS Services and all usage rights granted under this PaaS Agreement shall terminate.

(b) If RTS terminates this PaaS Agreement due to a breach by Customer, then Customer shall

immediately pay to RTS all amounts then due under this PaaS Agreement for PaaS Services provided. If Customer terminates this PaaS Agreement without cause or due to a breach by RTS, then RTS shall immediately repay to Customer all pre-paid amounts for any unperformed PaaS Services scheduled to be delivered after the termination date.

- (c) Upon termination of this PaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties. Notwithstanding the forgoing, RTS and Customer shall comply with any applicable laws regarding retention of records, including but not limited to, Florida Public Records Laws.

## **7. SERVICE LEVEL AGREEMENT**

The Service Level PaaS Agreement (“SLA”) for the PaaS Services is set forth in Exhibit C hereto. The SLA sets forth Customer’s sole remedies for availability or quality of the PaaS Services including any failure to meet any guarantee set forth in the SLA.

## **8. WARRANTIES**

8.1 Warranty. RTS represents and warrants that it will provide the PaaS Services in a professional manner consistent with general industry standards and that the PaaS Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer’s exclusive remedy shall be as provided in Section 6, Term and Termination, except for instances of negligence, willful misconduct, or breach of data security documents in this document”.

8.2 RTS WARRANTS THAT THE PAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. RTS DOES NOT GUARANTEE THAT THE PAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT RTS WILL CORRECT ALL PAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT RTS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY RTS (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER RTS NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, NOR SHALL RTS OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S OR ANY USER’S DATA, FILES, OR PROGRAMS.

## **9. LIMITATIONS OF LIABILITY**

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF RTS) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY

SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS PAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS PAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS PAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

## 10. INDEMNIFICATION

10.1 Indemnification by Customer. If a third party makes a claim against RTS that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer, subject to the limitations set forth in Section 768.28, Florida Statutes, shall defend RTS and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. The College expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the College beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the College for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the College, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10.2 Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

## 11. CONFIDENTIALITY

11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this PaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this PaaS Agreement, Customer Content is deemed Confidential Information of Customer. RTS software and Documentation are deemed Confidential Information of RTS.

11.2 Confidentiality. During the term of this PaaS Agreement and for 5 years thereafter (perpetually in

the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this PaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this PaaS Agreement and the relationship of the parties.

## **12. GENERAL PROVISIONS**

12.1 Non-Exclusive Service. Customer acknowledges that PaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict RTS's ability to provide the PaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Personal Data. Customer hereby acknowledges and agrees that RTS's performance of this PaaS Agreement may require RTS to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to RTS, Customer agrees that RTS and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling RTS to perform its obligations to under this PaaS Agreement. In relation to all Personal Data provided by or through Customer to RTS, Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and RTS PaaS. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information which any RTS PaaS User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by RTS under this Agreement, including that such processing according to Customer's instructions will not place RTS in breach of applicable data protection laws. Prior to processing, Customer will inform RTS about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customer is responsible for ensuring that the RTS's PaaS meets such restrictions or special requirements. RTS to process any Personal Data that meets the requirements set forth in this Section according to these Terms



of Use.

**12.3 RTS Personal Data Obligations.** In performing the PaaS Services, RTS will follow reasonable privacy policies. The services policies referenced in this PaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the PaaS Services. RTS reserves the right to provide the PaaS Services from Host locations, and/or through use of subcontractors, worldwide. RTS will only process Customer Personal Data in a manner that is reasonably necessary to provide PaaS Services and only for that purpose. RTS will only process Customer Personal Data in delivering RTS's PaaS. Customer agrees to provide any notices and obtain any consent related to RTS's use of the data for provisioning the PaaS Services, including those related to the collection, use, processing, transfer, and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data. Notwithstanding anything herein to the contrary, if Contractor has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA). This provision shall survive the expiration or earlier termination of the Agreement.

**12.4 Assignment.** Neither party may assign this PaaS Agreement or any right under this PaaS Agreement, without the consent of the other party; provided however, that either party may assign this PaaS Agreement to an acquirer of all or substantially all of the business of such party to which this PaaS Agreement relates, whether by merger, asset sale or otherwise. This PaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this PaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this PaaS Agreement.

**12.5 Notices.** Except as otherwise permitted in this PaaS Agreement, notices under this PaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this PaaS Agreement, and if to Customer, with a copy to Indian River State College, Att. General Counsel, 3209 Virginia Ave., Fort Pierce, FL 34981.

**12.6 Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

**12.7 Waiver.** No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this PaaS Agreement shall not constitute a waiver of any other or subsequent breach.

**12.8 Severability.** If any term of this PaaS Agreement is held to be invalid or unenforceable, that term

shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this PaaS Agreement shall remain in full force.

12.9 Entire PaaS Agreement. This PaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this PaaS Agreement. This PaaS Agreement may only be amended or modified solely in a writing signed by both parties.

12.10 Survival. Sections 3, 6, and 8 through 12 of this PaaS Agreement shall survive the expiration or termination of this PaaS Agreement for any reason.

12.11 Publicity. Contractor agrees it will not use the College name or any intellectual property, including but not limited to, the College trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the College.

12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the PaaS Services. Customer agrees that such applicable export control laws govern its use of the PaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.13 No Third-Party Beneficiaries. This PaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

12.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this PaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this PaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

12.15 Statistical Information. RTS may anonymously compile statistical information related to the performance of the Services for purposes of improving the PaaS service, provided that such information does not identify Customer's data or include Customer's name.

12.16 Governing Law. This PaaS Agreement shall be governed by the laws of the State of Florida. Venue shall be in the appropriate Florida State Court in St. Lucie County.

12.17 Compliance with Laws. RTS shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the PaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

12.18 Signatures. This PaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this PaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

12.19 Attorney fees and costs. INTENTIONALLY OMITTED.

## 12.20 INTENTIONALLY OMITTED

12.21 Breach and Emergency Incident Response. In the event RTS is required to assist with an emergency incident response, such as a “Data Breach” that is not due to the acts or omissions of RTS, Customer will reimburse RTS for incurred costs. RTS will provide Customer, in advance, an estimate of costs.

12.22 Ownership. Customer shall own all right, title, and interest in and to the Customer’s down data. RTS shall own and retain all right, title, and interest in (i) all PaaS Services and all improvements, enhancements, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, “Services IP”).

## EXHIBIT 1

### SCHEDULE A - DATAFLOW-2025

#### SOFTWARE & PRICE SCHEDULE

This Schedule No. A- DATAFLOW-2025 ("Schedule"), effective upon the Agreement Effective Date, documents the PaaS Services (defined below) being purchased by Customer under the terms and conditions of the PaaS Agreement dated January 31<sup>st</sup>, 2025, between Remote Technical Solutions, Inc. ("RTS") and Indian River State College ("Customer").

#### 1. PaaS Services:

The PaaS Service includes one or more of the following service offerings:

- Database Platform
- Application Development Platform and Hosting

#### 2. Subscription Term:

The term begins upon the Contract Effective Date and ends 3 years thereafter Contract Effective Date unless extended by written agreement ("Subscription Term").

#### 3. Subscription: (all fees are in U.S. dollars and exclude applicable taxes)

Upon execution of this Schedule, RTS shall issue an invoice in accordance with the PaaS Agreement.

If at any time during the Subscription Term or Renewal Term the Customer exceeds the computing services listed below, Customer and RTS agree to execute a follow-on schedule for the purchase of additional computing services. The additional computing services fee will prorate for the remaining Subscription Term or Renewal Term.

PaaS Offering	Term	Fee
Platform Hosting Includes: <ul style="list-style-type: none"><li>- Payment Gateway services</li><li>- Bastion SSH In</li><li>- Bastion SSH Out</li><li>- Jobs Execution server</li><li>- Oracle ODBC Gateway server</li><li>- Oracle Database SE2</li><li>- ORDS Web Server<ul style="list-style-type: none"><li>o With AWS Load Balancer</li></ul></li><li>- Production Environment (always on)</li><li>- Testing Environment (on as requested)</li><li>- Security and monitoring</li></ul>	3 Years ("Initial Term")	Not to Exceed \$20,000 initial setup <ul style="list-style-type: none"><li>- Billed as incurred.</li></ul> \$48,000 per year for the Initial Term.  Subsequent renewals after Year 3 and beyond may have a price increase of up to 3%

<ul style="list-style-type: none"> <li>- Siloed application development in non-shared environment</li> <li>- Full access for Employee / Staff applications</li> <li>- Limited access for Student applications <ul style="list-style-type: none"> <li>o Consult with RTS prior to development and deployment of Student facing applications for load and processing considerations</li> </ul> </li> </ul>		
Optional: Addition of Student Facing applications other than user-provisioning (separate project)		Not to Exceed \$12,000 /yr

#### **4. Support and Maintenance Services**

Standard Support & Maintenance is included in the Subscription Fee as set forth in Exhibit 2.



## EXHIBIT 2

### Support and Maintenance Services

#### 1. Support and Maintenance Services

Support and Maintenance Services are included in the PaaS Service subscription in Exhibit 1 and entitles Customer to the following: (a) Telephone or electronic support in order to help Customer locate and correct problems with the Software. (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.

(c) All extensions, enhancements, and other changes that RTS, at its sole discretion, makes or adds to the Software and which RTS furnishes, without charge, to all other Subscribers of the PaaS Service.

(d) Up to five (5) dedicated contacts designated by Customer in writing that will have access to support services.

#### 2. Response and Resolution Goals

- “business hours” 8am-6pm EST, Monday thru Friday, except holidays.
- “Fix” means the repair or replacement of Software component to remedy Problem.
- “Problem” means a defect in Software as defined in RTS’s standard Software specification that significantly degrades such Software.
- “Respond” means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer’s use of the Software.

<i><b>Problem Severity</b></i>	<i><b>Response Goals</b></i>	<i><b>Resolution Goals</b></i>
<b>1.</b> The production system is creating a significant impact to the Customer’s business function preventing that function from being executed.	RTS will Respond within 2 business hours.	Upon confirmation of receipt, a RTS support personnel begins continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within 24 hours once the Problem is reproducible or once we have identified the Software defect. RTS may incorporate Fix in future release of software.
<b>2.</b> The production system or application is moderately affected. There is no workaround currently available, or the	RTS will Respond within 4 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. RTS may incorporate fix in future release of software.

workaround is cumbersome to use.		
<b>3.</b> The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	RTS will Respond within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. RTS may incorporate Fix in future release of software.
<b>4.</b> non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	RTS will Respond within 24 business hours.	Resolution of Problem may appear in future release of software.

### 3. Accessing Support

Customer Support offers several ways to resolve any technical difficulties. In addition to online help in the Software, which can be accessed by clicking the “Help” tab when logged into the Software, function-specific help information can also be accessed throughout the Software using the ‘?’ option.

The online support email ( <https://support.rtsdba.com> ) is available 24x7 for immediate technical assistance including:

- Downloading software updates and patches
- Logging tickets and reviewing status of previously submitted tickets
- Viewing updates to supported platforms and hardware
- Accessing product documentation, technical articles, and FAQs

The support email address is [helpdesk@rtsdba.com](mailto:helpdesk@rtsdba.com) The support phone number is \_386-916-7848\_ or 904-814-9180.

## EXHIBIT C

### SERVICE LEVEL AGREEMENT

Any Single Sign-On (SSO) PaaS Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term. All other PaaS Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. “**System Availability**” means the number of minutes in a year that the key components of the PaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the PaaS Agreement), (c) malicious attacks on the system, (d) issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Customer or any of Customer’s users. RTS reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and RTS reserves the right to change its maintenance window upon prior notice to Customer.

If RTS fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, RTS will issue a credit in Customer’s next invoice in an amount equal to 1% of the yearly fee for the affected PaaS Services for each 1% loss of System Availability below stated SLA per PaaS Service, up to a maximum of the Customer’s fee for the affected PaaS Services. If the yearly fee has been paid in advance, then at Customer’s election RTS shall provide a credit to Customer to be used for additional services or term extension. The remedy stated in this paragraph is Customer’s sole and exclusive remedy for interruption of PaaS Services and RTS’s failure to meet System Availability.



Finance Committee Meeting Agenda Item #5  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*INFORMATION*

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**TOPIC:** 2024-25 Grants and Appropriations Annual Report

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:** ☐ ACTION/VOTE  
☒ INFORMATION  
☐ DISCUSSION

**SUMMARY:**

Grant award information and trend lines over a five-year period.

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** N/A

**PRESIDENT'S RECOMMENDATION:** N/A

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SUBMITTED BY: Dr. Angela Browning

DATE: 7/24/25

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BOARD ACTION: None Required

DATE: 8/26/25

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Annual Report

# Grants and Appropriations

August, 2025

Angela Browning

Cindy Bruin

Andy Treadwell

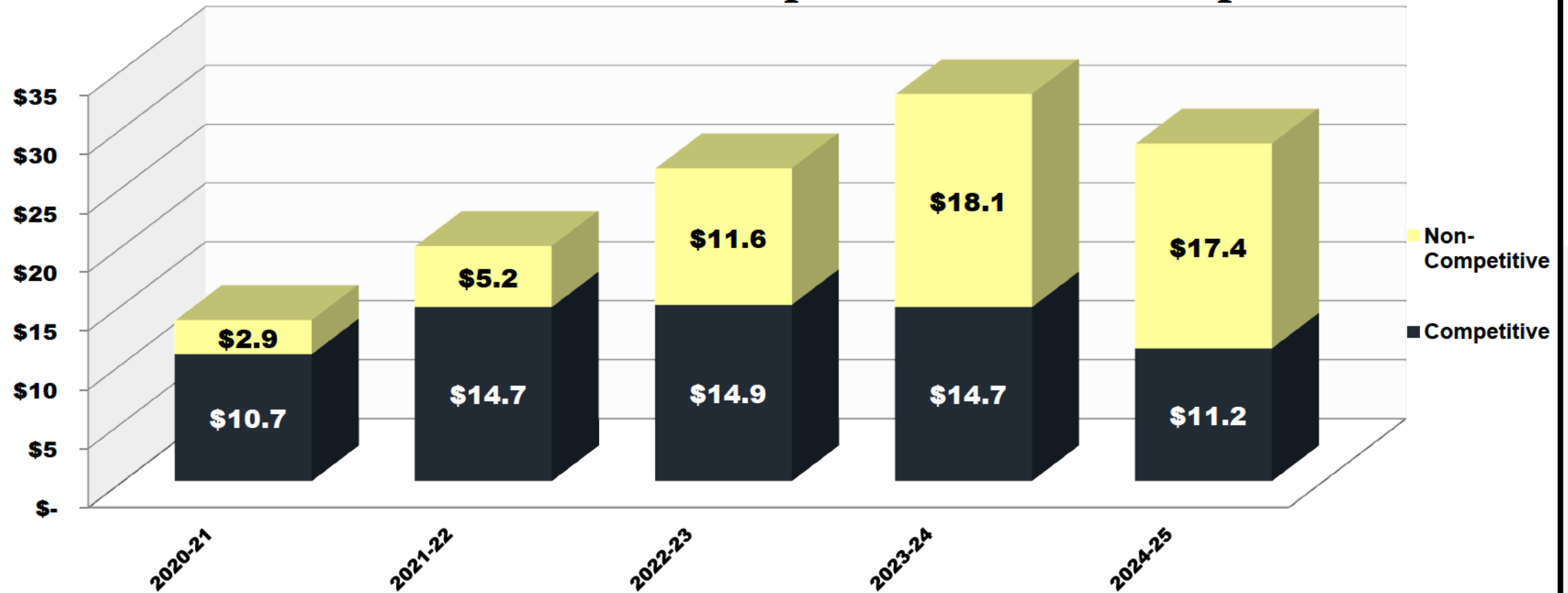






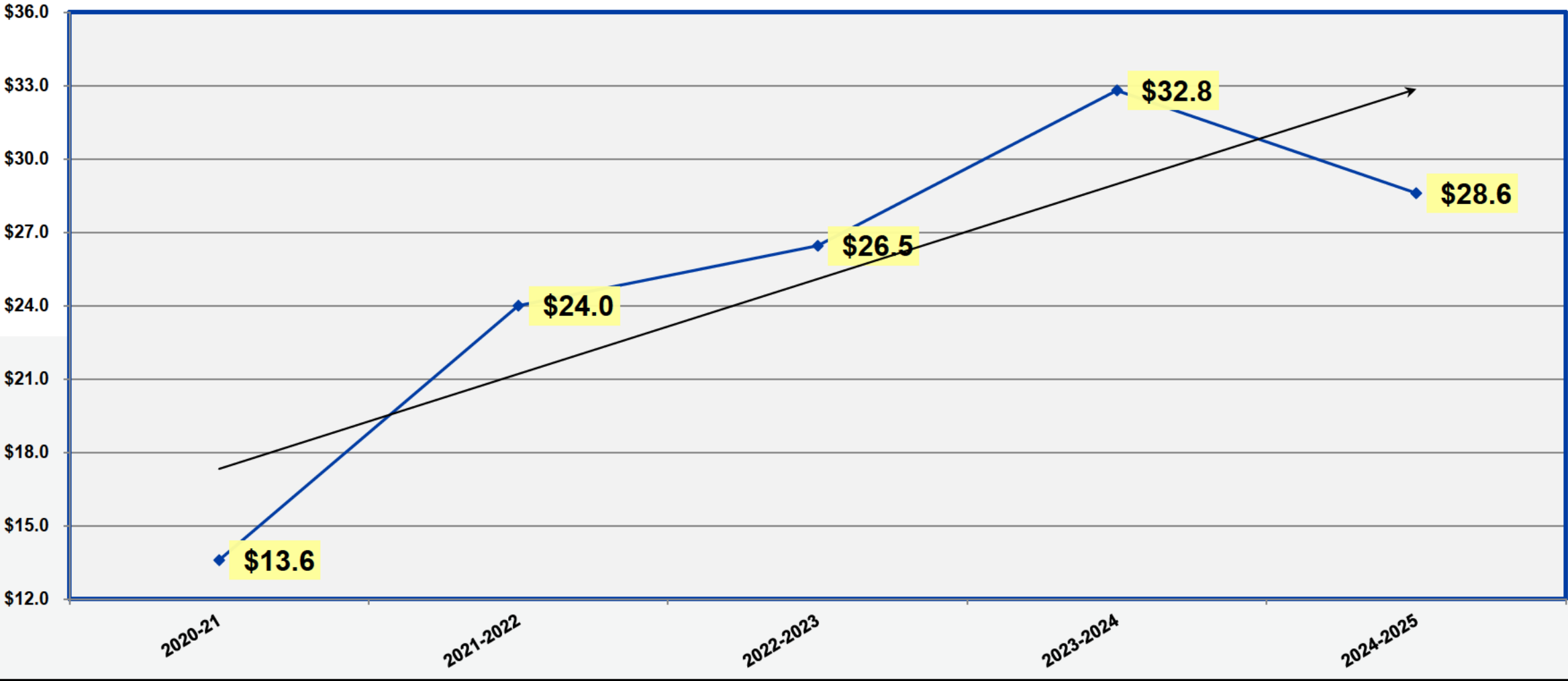
## Awards

### GRANTS AWARDED -Competitive & Non-Competitive



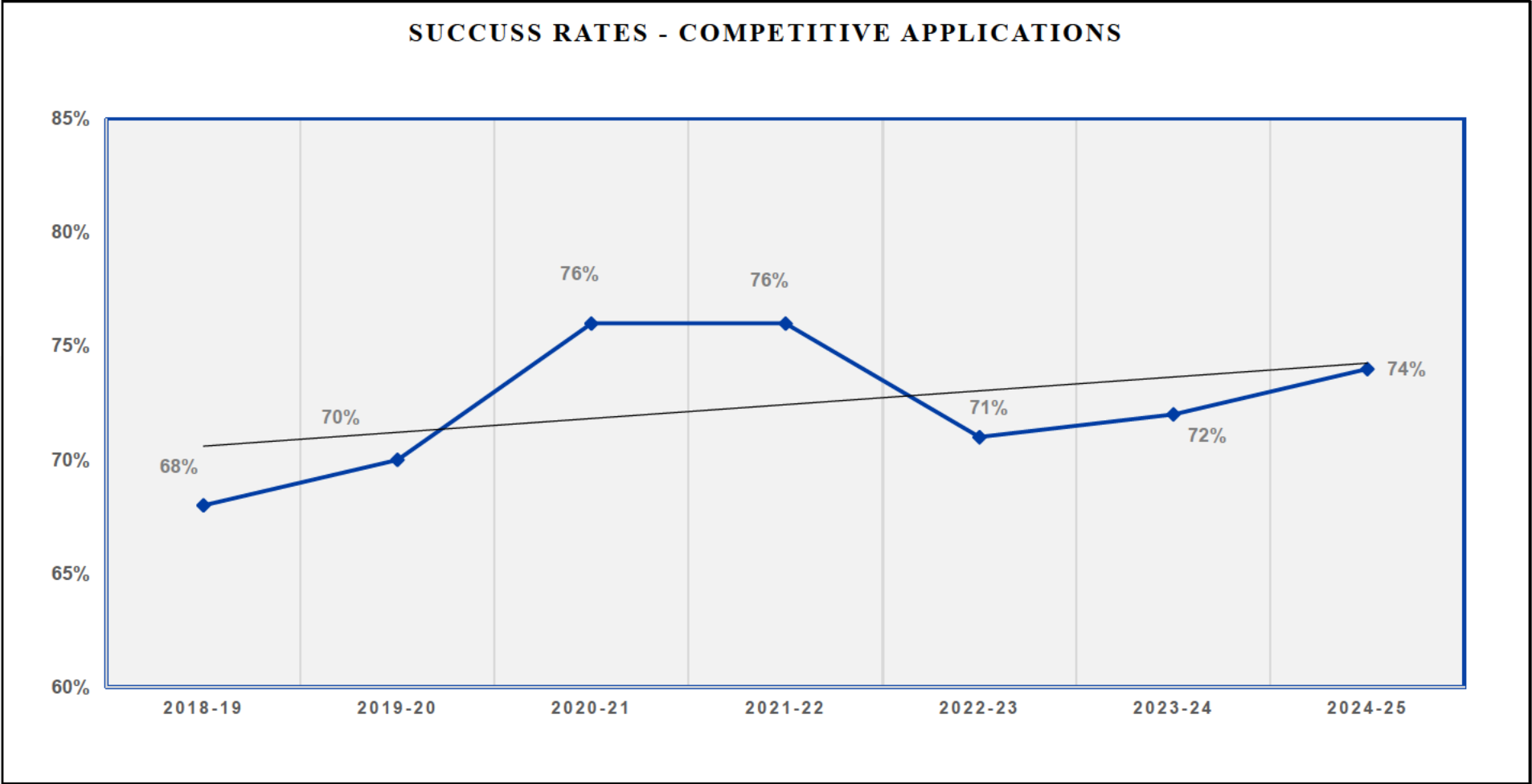


# GRANTS AWARDED IN MILLIONS





# Success Rates





Finance Committee Meeting Informational Item  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*INFORMATION*

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**TOPIC:** Condensed Financial Report and Highlights as of May 31, 2025

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**        ACTION/VOTE  
                                    X   INFORMATION  
   DISCUSSION

**SUMMARY:**

As of May 2025, total College assets totaled \$82.8 million, and liabilities totaled \$5.0 million, consisting of multiple funds.

Comparing these totals to the prior fiscal year:

Assets increased by \$3.6 million from the prior year:

- Fund 1 increased by \$4.5 million primarily due to increased revenues received in the prior fiscal year.
- Fund 7 increased by \$1.3 million primarily due to projects completed in the prior fiscal year.
- Fund 3 decreased by \$3.5 million primarily due to Public Media's \$2.5 million transfer to the Foundation for investments and River Shop's \$294 thousand decrease in inventory.

Liabilities decreased by \$868 thousand from the prior year:

- Fund 1 decreased by \$922 thousand primarily due to insurance contributions payable in the prior fiscal year, as a result of timing.
- Fund 2 decreased by \$192 thousand primarily due to unearned revenue in the prior fiscal year.
- Fund 3 increased by \$178 thousand primarily due to deposits held in custody for BibliU Campus Store.
- Fund 7 increased by \$146 thousand primarily due to the retainage payable for several projects.

**ALTERNATIVE(S):** N/A

**PRESIDENT'S RECOMMENDATION:** N/A

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SUBMITTED BY: Edith Pacacha

DATE: 7/24/25

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BOARD ACTION: None Required

DATE: 8/26/25

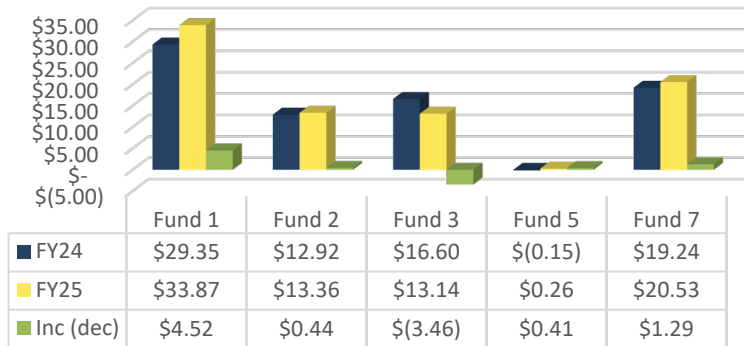
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# Financial Highlights

## Balance Sheet

### May 2025

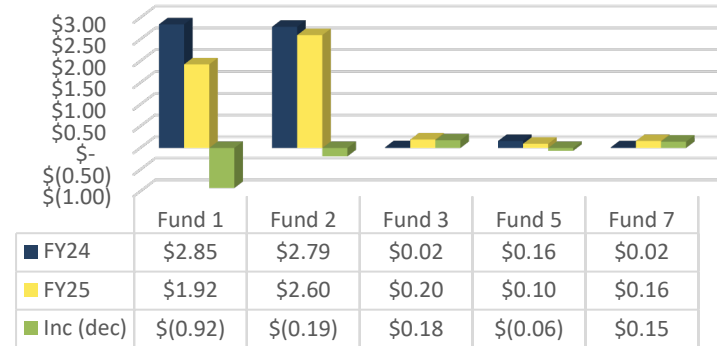
Assets by Fund  
(in millions)



Total Assets increased by \$3.6m from the prior year:

- Fund 1 increased by \$4.5m primarily due to increased revenues received in the prior fiscal year.
- Fund 7 increased by \$1.3m primarily due to projects completed in the prior fiscal year.
- Fund 3 decreased by \$3.5m primarily due to Public Media's \$2.5m transfer to the Foundation for investments and River Shop's \$294k decrease in inventory.

Liabilities by Fund  
(in millions)



Total Liabilities decreased by \$868k from the prior year:

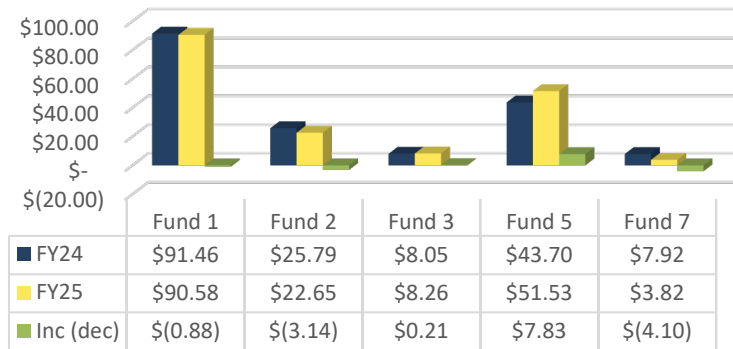
- Fund 1 decreased by \$922k primarily due to insurance contributions payable in the prior fiscal year, as a result of timing.
- Fund 2 decreased by \$192k primarily due to unearned revenue in the prior fiscal year.
- Fund 3 increased by \$178k primarily due to deposits held in custody for BibliU Campus Store.
- Fund 7 increased by \$146k primarily due to the retainage payable for several projects.

# Financial Highlights

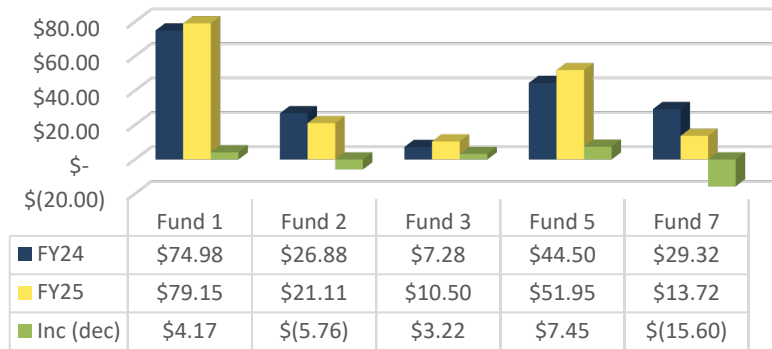
## Revenue and Expense Comparison to Prior Year

### May 2025

Revenue Comparison by Fund to PY  
(in millions)



Expense Comparison by Fund to PY  
(in millions)



Compared to the prior year, revenues have decreased in Fund 1, Fund 2, and Fund 7 while increasing in Fund 3 and Fund 7:

- Fund 1 revenues decreased by \$883k primarily due to decreased general appropriations from the State of Florida.
- Fund 2 revenues decreased by \$3.1m primarily due to revenue recorded in FY24 for ARPA (\$1.5m), Cheney Brothers (\$1.4m), and Pipeline (\$1.2m).
- Fund 7 revenues decreased by \$4.1m primarily due to revenue recorded in FY24 for the Nursing Expansion project.

Compared to the prior year, expenses have increased in Fund 1, Fund 3, and Fund 5 while decreased in Fund 2 and Fund 7:

- Fund 1 expenses increased by \$4.2m primarily due to professional fees for current Workday ERP support services (up \$1.6m), health insurance costs (up \$1.3m), and the new Ellucian ERP implementation (up \$769k).
- Fund 3 expenses increased by \$3.2m primarily due to Public Media's \$2.5m transfer to the Foundation for investment purposes and \$757k in payments from International Public Safety Training to Dynamic Security Solutions.
- Fund 5 expenses have increased by \$7.4m primarily due to increased eligibility for Pell Scholarships and the expansion of the LEASP scholarship to the First Responders Scholarship.

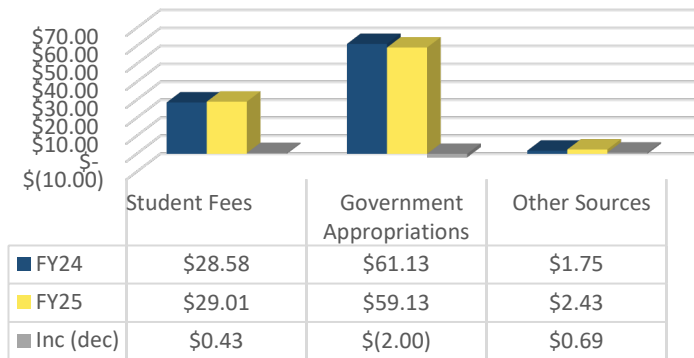


# Financial Highlights

## Revenue and Expense Composition – Fund 1

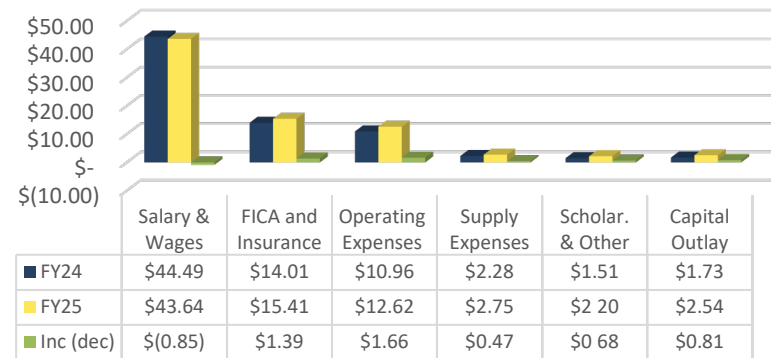
### May 2025

Fund 1 Revenue Comparison by Source to PY  
(in millions)



- Student fee revenue of \$29.0m was primarily for the 2024 Fall (\$11.9m), 2025 Spring (\$10.9m), and 2025 Summer (\$6.2m) terms. Student Fee revenue in Fund 1 increased by \$428k (up 1%) over the prior year.
- Appropriations of \$59.1m decreased by \$2.0m compared to the prior year, primarily due to the decreased general appropriation funds (\$46.7m in FY24 and \$45.2m in FY25).
- Other Sources revenue of \$2.4m consisted primarily of interest earned (\$1.9m). Other sources of revenue increased by \$686k over the prior year, primarily due to interest from FL Palm investments.

Fund 1 Expenses Comparison by Category to PY  
(in millions)



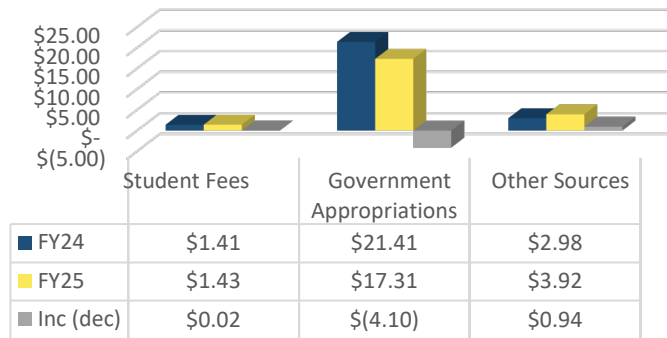
- Operating expenses totaled \$12.6m and consisted primarily of professional fees (\$3.9m), utilities (\$3.0m), insurance (\$2.3m), and other services (\$1.8m). Operating expenses increased by \$1.7m over the prior year, primarily due to payments made to Collaborative Solutions for current ERP Workday support services (\$2.3m; up \$1.7m from prior year), James Moore (\$733k; up \$371k from prior year).
- Other expenses of \$2.2m increased by \$684k over the prior year, primarily due to write-offs for bad debt (\$662k). Bad Debt was posted in June in the prior year.
- Capital outlay expenses of \$2.5m consisted primarily of capitalized data software at \$2.0m; primarily \$1.1m to Ellucian, \$504k to EHR Evolution, and \$317k to Collaborative; all related to implementation of the new ERP with Ellucian. Capital outlay increased \$812k over the prior year.

# Financial Highlights

## Revenue and Expense Composition – Fund 2

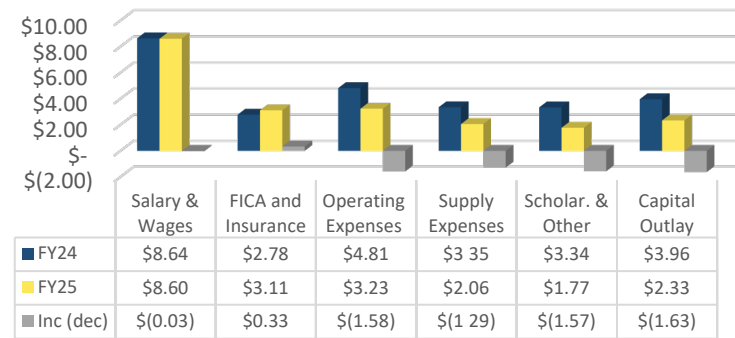
### May 2025

Fund 2 Revenue Comparison by Source to PY  
(in millions)



- Student fee revenue of \$1.4m was primarily for the 2024 Fall (\$552k), 2025 Spring (\$495k), and 2025 Summer (\$280k) terms. Student revenue has increased by \$18k (up 1%) over the prior year.
- Appropriations totaled \$17.3m and consisted primarily of revenue from the US Department of Education (\$4.3m), the Florida Department of Education (\$4.1m), Martin County School District (\$2.5m), National Science Foundation (\$1.3m), Florida Department of Economic Opportunity (\$899k), Department of Justice (\$638k), Florida Commerce (\$607k), and the University of Central Florida (\$547k). Appropriations decreased by \$4.1m over the prior year.
- Other sources revenues of \$3.9m increased by \$941k and consisted primarily of reimbursement payments from the Foundation.

Fund 2 Expenses Comparison by Category to PY  
(in millions)



- Operating expenses of \$3.2m consisted primarily of travel (\$874k), other services (\$459k), and professional fees (\$1.3m). Operating expenses decreased by \$1.6m from the prior year.
- Supply expenses of \$2.1m decreased by \$1.3m from the prior year. Prior year expenses that did not occur in FY25 include Coursedog (\$344k) and Greenlight (\$175k). In addition, Fund 2 paid for Adobe (\$536k) in FY24, but Fund 1 paid in FY25.
- Other expenses of \$1.8m decreased by \$1.6m from the prior year, primarily due to an indirect cost decrease of \$463k, decreased scholarship expenses by \$511k, and a prior year transfer of \$600k to Fund 7 for land acquisitions.
- Capital Expenses of \$2.3m decreased by \$1.6m from the prior year primarily due to equipment purchases from Pipeline funds in the prior year.

INDIAN RIVER STATE COLLEGE  
BALANCE SHEET  
May 31, 2025

		FUND CLASS							
TOTAL		UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT	
Assets									
Cash & Investments	\$ 66,028,776.91	\$ 31,141,378.72	\$ 10,261,671.85	\$ 12,101,047.28	\$ 10,845.23	\$ (4,653,965.06)	\$ 1,285,564.28	\$ 15,882,234.61	
Accounts Rec.	15,842,361.92	2,727,220.88	3,097,109.23	112,603.77	-	4,912,643.19	347,334.78	4,645,450.07	
Inventories	925,999.93	-	-	925,999.93	-	-	-	-	
Total Assets	<u>\$ 82,797,138.76</u>	<u>\$ 33,868,599.60</u>	<u>\$ 13,358,781.08</u>	<u>\$ 13,139,650.98</u>	<u>\$ 10,845.23</u>	<u>\$ 258,678.13</u>	<u>\$ 1,632,899.06</u>	<u>\$ 20,527,684.68</u>	
<i>Prior Month Totals</i>	<i>\$ 81,749,917.75</i>	<i>\$ 32,216,465.85</i>	<i>\$ 12,580,580.84</i>	<i>12,879,118.13</i>	<i>\$ 10,845.23</i>	<i>728,511.71</i>	<i>1,603,733.06</i>	<i>21,730,662.93</i>	
<i>Variance</i>	<i>1,047,221.01</i>	<i>1,652,133.75</i>	<i>778,200.24</i>	<i>260,532.85</i>	<i>0.00</i>	<i>(469,833.58)</i>	<i>29,166.00</i>	<i>(1,202,978.25)</i>	
<i>% Prior Month</i>	<i>1.3%</i>	<i>5.1%</i>	<i>6.2%</i>	<i>2.0%</i>	<i>0.0%</i>	<i>-64.5%</i>	<i>1.8%</i>	<i>-5.5%</i>	
<i>Prior Year Totals</i>	<i>\$ 79,220,827.78</i>	<i>\$ 29,347,621.78</i>	<i>\$ 12,919,047.44</i>	<i>16,596,534.23</i>	<i>\$ 10,845.23</i>	<i>\$ (153,579.51)</i>	<i>1,265,302.29</i>	<i>19,235,056.32</i>	
<i>Variance</i>	<i>3,576,310.98</i>	<i>4,520,977.82</i>	<i>439,733.64</i>	<i>(3,456,883.25)</i>	<i>0.00</i>	<i>412,257.64</i>	<i>367,596.77</i>	<i>1,292,628.36</i>	
<i>% Prior Year</i>	<i>4.5%</i>	<i>15.4%</i>	<i>3.4%</i>	<i>-20.8%</i>	<i>0.0%</i>	<i>-268.4%</i>	<i>29.1%</i>	<i>6.7%</i>	
Liabilities									
Payables	\$ 2,223,719.74	\$ 1,757,556.98	\$ 19,353.54	\$ 195,109.62	\$ -	\$ 92,842.51	\$ 6,418.66	\$ 152,438.43	
Unearned Revenue	2,768,144.37	167,364.58	2,579,491.13	200.00	-	3,776.63	7,897.96	9,414.07	
Total Liabilities *	<u>\$ 4,991,864.11</u>	<u>\$ 1,924,921.56</u>	<u>\$ 2,598,844.67</u>	<u>\$ 195,309.62</u>	<u>\$ -</u>	<u>\$ 96,619.14</u>	<u>\$ 14,316.62</u>	<u>\$ 161,852.50</u>	
<i>Prior Month Totals</i>	<i>\$ 8,135,060.42</i>	<i>\$ 5,177,389.63</i>	<i>\$ 2,685,928.74</i>	<i>\$ 12,779.88</i>	<i>\$ -</i>	<i>\$ 114,677.85</i>	<i>\$ 8,222.87</i>	<i>136,061.45</i>	
<i>Variance</i>	<i>(3,143,196.31)</i>	<i>(3,252,468.07)</i>	<i>(87,084.07)</i>	<i>182,529.74</i>	<i>-</i>	<i>(18,058.71)</i>	<i>6,093.75</i>	<i>25,791.05</i>	
<i>% Prior Month</i>	<i>-38.6%</i>	<i>-62.8%</i>	<i>-3.2%</i>	<i>1428.3%</i>	<i>#DIV/0!</i>	<i>-15.7%</i>	<i>74.1%</i>	<i>19.0%</i>	
<i>Prior Year Totals</i>	<i>\$ 5,860,223.54</i>	<i>\$ 2,847,012.19</i>	<i>\$ 2,791,227.74</i>	<i>\$ 16,917.89</i>	<i>\$ -</i>	<i>\$ 161,076.57</i>	<i>\$ 28,195.54</i>	<i>\$ 15,793.61</i>	
<i>Variance</i>	<i>(868,359.43)</i>	<i>(922,090.63)</i>	<i>(192,383.07)</i>	<i>178,391.73</i>	<i>-</i>	<i>(64,457.43)</i>	<i>(13,878.92)</i>	<i>146,058.89</i>	
<i>% Prior Year</i>	<i>-14.8%</i>	<i>-32.4%</i>	<i>-6.9%</i>	<i>1054.5%</i>	<i>#DIV/0!</i>	<i>-40.0%</i>	<i>-49.2%</i>	<i>924.8%</i>	

INDIAN RIVER STATE COLLEGE  
BALANCE SHEET  
May 31, 2025

	FUND CLASS							
	TOTAL	UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Fund Balance	\$ 77,805,274.65	\$ 31,943,678.04	\$ 10,759,936.41	\$ 12,944,341.36	\$ 10,845.23	\$ 162,058.99	\$ 1,618,582.44	\$ 20,365,832.18
<i>Prior Month Totals</i>	<i>\$ 73,614,857.33</i>	<i>\$ 27,039,076.22</i>	<i>\$ 9,894,652.10</i>	<i>\$ 12,866,338.25</i>	<i>\$ 10,845.23</i>	<i>\$ 613,833.86</i>	<i>\$ 1,595,510.19</i>	<i>\$ 21,594,601.48</i>
<i>Increase (decrease)</i>	<i>\$ 4,190,417.32</i> <i>5.7%</i>	<i>\$ 4,904,601.82</i> <i>18.1%</i>	<i>\$ 865,284.31</i> <i>8.7%</i>	<i>\$ 78,003.11</i> <i>0.6%</i>	<i>\$ -</i> <i>0.0%</i>	<i>\$ (451,774.87)</i> <i>-73.6%</i>	<i>\$ 23,072.25</i> <i>1.4%</i>	<i>\$ (1,228,769.30)</i> <i>-5.7%</i>
<i>Prior Year Totals</i>	<i>\$ 73,360,604.24</i>	<i>\$ 26,500,609.59</i>	<i>\$ 10,127,819.70</i>	<i>\$ 16,579,616.34</i>	<i>\$ 10,845.23</i>	<i>\$ (314,656.08)</i>	<i>\$ 1,237,106.75</i>	<i>\$ 19,219,262.71</i>
<i>Increase (decrease)</i>	<i>\$ 4,444,670.41</i> <i>6.1%</i>	<i>\$ 5,443,068.45</i> <i>20.5%</i>	<i>\$ 632,116.71</i> <i>6.2%</i>	<i>\$ (3,635,274.98)</i> <i>-21.9%</i>	<i>\$ -</i> <i>0.0%</i>	<i>\$ 476,715.07</i> <i>-151.5%</i>	<i>\$ 381,475.69</i> <i>30.8%</i>	<i>\$ 1,146,569.47</i> <i>6.0%</i>
Total Liabilities & Fund balance	<u>\$ 82,797,138.76</u>	<u>\$ 33,868,599.60</u>	<u>\$ 13,358,781.08</u>	<u>\$ 13,139,650.98</u>	<u>\$ 10,845.23</u>	<u>\$ 258,678.13</u>	<u>\$ 1,632,899.06</u>	<u>\$ 20,527,684.68</u>

\* Total Liabilities does not include Compensated Leave and Pension Liability. At 6/30/2024, the Unrestricted Current Fund, Restricted Current Fund, and the Auxiliary Fund liability totaled \$78,470,102, \$96,222, and \$139,711, respectively.

INDIAN RIVER STATE COLLEGE  
SUMMARY OF REVENUES AND EXPENSES  
FOR THE MONTH ENDING MAY 31, 2025

FUND CLASS: 1 - Unrestricted Current				% of Budget		FUND CLASS: 2 - Restricted Current				% of Budget	
				FY25	FY24					FY25	FY24
	Current Budget	Year to Date Actual 5/31/2025	Unobligated Balance				Current Budget	Year to Date Actual 5/31/2025	Unobligated Balance		
Revenue:											
Student Fees	\$ 27,507,143	\$ 29,009,841	\$ (1,502,698)	105%	109%	\$ 1,271,980	\$ 1,425,022	\$ (153,042)		112%	121%
Government Appropriations	66,499,755	59,134,572	7,365,183	89%	89%	41,612,711	17,305,551	24,307,160		42%	55%
Other Sources	2,131,271	2,433,102	(301,831)	114%	104%	2,527,723	3,921,253	(1,393,530)		155%	102%
Total Revenue	\$ 96,138,169	\$ 90,577,515	\$ 5,560,654	94%	95%	\$ 45,412,414	\$ 22,651,825	22,760,589		50%	60%
Expenses:											
Salary and Wages	\$ 57,342,860	\$ 43,640,380	13,702,480	76%	82%	\$ 13,227,106	\$ 8,603,526	\$ 4,623,580		65%	82%
FICA and Insurance	20,062,747	15,407,340	4,655,407	77%	70%	4,522,892	3,111,992	1,410,899		69%	74%
Operating Expenses	20,148,826	12,615,592	7,533,234	63%	74%	10,507,591	3,234,609	7,272,982		31%	47%
Supply Expenses	3,750,529	2,748,113	1,002,416	73%	70%	4,527,094	2,058,571	2,468,524		45%	75%
Scholarships and Other	2,740,592	2,196,154	544,438	80%	84%	4,143,357	1,769,949	2,373,407		43%	51%
Capital Outlay	4,815,894	2,538,907	2,276,987	53%	34%	10,088,057	2,334,413	7,753,643		23%	53%
Total Expenses	\$ 108,861,448	\$ 79,146,487	\$ 29,714,961	73%	75%	\$ 47,016,095	\$ 21,113,060	25,903,035		45%	62%
Net Revenues and Expenses	\$ (12,723,279)	\$ 11,431,028				\$ (1,603,681)	\$ 1,538,765				

INDIAN RIVER STATE COLLEGE  
SUMMARY OF REVENUES AND EXPENSES  
FOR THE MONTH ENDING MAY 31, 2025

	<u>FUND CLASS: 1 - Unrestricted Current</u>			% of Budget		<u>PRIOR YEAR COMPARISON</u> <u>FUND CLASS: 1 - Unrestricted Current</u>			
	Current Budget	Year to Date Actual 5/31/2025	Unobligated Balance	FY25	FY24	Prior Year Budget	Year to Date Actual 5/31/2024	Change from FY24 to FY25	
								\$ Change	% Change
Revenue:									
Student Fees	\$ 27,507,143	\$ 29,009,841	\$ (1,502,698)	105%	109%	\$ 26,160,065	\$ 28,581,866	\$ 427,975	1%
Government Appropriations	66,499,755	59,134,572	7,365,183	89%	89%	68,903,511	61,132,290	(1,997,718)	-3%
Other Sources	2,131,271	2,433,102	(301,831)	114%	104%	1,676,056	1,746,606	686,496	39%
Total Revenue	\$ 96,138,169	\$ 90,577,515	\$ 5,560,654	94%	95%	\$ 96,739,632	\$ 91,460,761	\$ (883,246)	-1%
Expenses:									
Salary and Wages	\$ 57,342,860	\$ 43,640,380	13,702,480	76%	82%	\$ 54,359,410	\$ 44,488,647	\$ (848,266)	-2%
FICA and Insurance	20,062,747	15,407,340	4,655,407	77%	70%	20,044,289	14,012,724	1,394,616	10%
Operating Expenses	20,148,826	12,615,592	7,533,234	63%	74%	14,887,537	10,960,540	1,655,052	15%
Supply Expenses	3,750,529	2,748,113	1,002,416	73%	70%	3,254,513	2,280,480	467,633	21%
Scholarships and Other	2,740,592	2,196,154	544,438	80%	84%	1,795,107	1,512,259	683,895	45%
Capital Outlay	4,815,894	2,538,907	2,276,987	53%	34%	5,084,998	1,726,762	812,145	47%
Total Expenses	\$ 108,861,448	\$ 79,146,487	\$ 29,714,961	73%	75%	\$ 99,425,854	\$ 74,981,412	\$ 4,165,075	6%
Net Revenues and Expenses	\$ (12,723,279)	\$ 11,431,028				\$ (2,686,222)	\$ 16,479,350	\$ (5,048,321)	-31%



INDIAN RIVER STATE COLLEGE  
SUMMARY OF REVENUES AND EXPENSES  
FOR THE MONTH ENDING MAY 31, 2025

	<u>FUND CLASS: 2 - Restricted Current</u>			% of Budget		PRIOR YEAR COMPARISON			
	Current Budget	Year to Date Actual 5/31/2025	Unobligated Balance	FY25	FY24	<u>FUND CLASS: 2 - Restricted Current</u>		Change from FY24 to FY25	
						Prior Year Budget	Year to Date Actual 5/31/2024	\$ Change	% Change
Revenue:									
Student Fees	\$ 1,271,980	\$ 1,425,022	\$ (153,042)	112%	121%	\$ 1,165,763	\$ 1,406,976	\$ 18,046	1%
Government Appropriations	41,612,711	17,305,551	24,307,160	42%	55%	38,711,689	21,405,851	(4,100,301)	-19%
Other Sources	2,527,723	3,921,253	(1,393,530)	155%	102%	2,933,374	2,980,516	940,737	32%
Total Revenue	\$ 45,412,414	\$ 22,651,825	22,760,589	50%	60%	\$ 42,810,826	\$ 25,793,343	(3,141,518)	-12%
Expenses:									
Salary and Wages	\$ 13,227,106	\$ 8,603,526	\$ 4,623,580	65%	82%	\$ 10,583,266	\$ 8,637,470	\$ (33,944)	0%
FICA and Insurance	4,522,892	3,111,992	1,410,899	69%	74%	3,773,925	2,778,363	333,630	12%
Operating Expenses	10,507,591	3,234,609	7,272,982	31%	47%	10,351,326	4,814,491	(1,579,882)	-33%
Supply Expenses	4,527,094	2,058,571	2,468,524	45%	75%	4,470,461	3,347,727	(1,289,157)	-39%
Scholarships and Other	4,143,357	1,769,949	2,373,407	43%	51%	6,578,178	3,336,934	(1,566,985)	-47%
Capital Outlay	10,088,057	2,334,413	7,753,643	23%	53%	7,501,507	3,960,752	(1,626,339)	-41%
Total Expenses	\$ 47,016,095	\$ 21,113,060	\$ 25,903,035	45%	62%	\$ 43,258,663	\$ 26,875,737	\$ (5,762,677)	-21%
Net Revenues and Expenses	\$ (1,603,681)	\$ 1,538,765				\$ (447,837)	\$ (1,082,393)	\$ 2,621,158	-242%