



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**
Contract No. UCPJMU5612

This contract entered into this 24th day of October 2019, by Assessment Technologies Institute, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From October 24, 2019 through October 23, 2020 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal LBS-1044 dated February 28, 2019:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions together with any negotiated modifications of those General Conditions and;
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated March 26, 2019, and the following negotiated modification to the Proposal, all of which documents are incorporated herein:
 - (a) Negotiations Summary, dated September 18, 2019;
 - (b) The JMU IT Services Addendum, dated August 23, 2019;
 - (c) Assessment Technologies Institute, LLC Terms and Conditions;
 - (d) The Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in conflict.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
DocuSigned by:
By: Mike Lynch
6F2CEF37C7B745A
(Signature)
Mike Lynch
(Printed Name)
Title: Executive Vice President

PURCHASING AGENCY:
By: [Signature]
(Signature)
LeeAnne Beatty Smith
(Printed Name)
Title: Buyer Senior, JMU

9/18/19

1. Contract Pricing:

Product	Price Per Student
EHR Tutor (Electronic Health Record Solution)	\$130
Comprehensive Assessment/Review Program	\$650
Real Life Select 9	\$200
<p>The prices listed above are one-time costs for a two-year period. There shall be no additional charges for the following:</p> <ul style="list-style-type: none"> • Students that have to repeat a semester • Customized Live Review • Hard Copy RN Review books • Shipping • Training. 	

2. Contract renewal pricing shall not exceed the previous year's pricing by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

3. The University will make payment within thirty (30) days of the *receipt* of a valid invoice.

4. Frequency of Product Updates:

Comprehensive Assessment/Review Program:

- Assessments (Content Mastery Series Assessments) shall be updated every three (3) years to follow the NCLEX detailed test plan update schedule.
- Remediation and RN Review Modules shall be reviewed and updated annually.
- Tutorials shall be reviewed and updated annually.
- EHR Tutor shall be reviewed and updated quarterly.

5. The following changes are mutually agreed to in regards to the terms and conditions of RFP# LBS-1044:

A. Section VII.N. *Assignment of Contract* is hereby replaced with the following:

ASSIGNMENT OF CONTRACT: Contractor reserves the right to assign a contract in the event of a merger/consolidation, or acquisition of substantially all of its assets, provided that the assignee agrees in writing to assume all of Contractor's contractual obligations under the contract.

B. Section VII.O. *Changes to the Contract* is hereby replaced with the following:

CHANGES TO THE CONTRACT: The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of the written agreement to modify the scope of the contract.

9/18/19

C. Section VII.P. *Default* of is hereby replaced with the following:

DEFAULT: Contractor warrants that (i) for 90 days after delivery of, or the Purchasing Agency receiving access to, the Products, the media and documentation supplied by Contractor to the University shall be free from material defects in materials and workmanship under normal use and that the Products shall perform in all material respects in accordance with the documentation provided (“Product Warranty”) and (ii) Services shall be performed in a good workmanlike manner consistent with generally accepted industry standards (“Services Warranty”). For a breach of Product Warranty which is reported during the Product Warranty period, ATI shall correct or replace the Product or, if such is not practical in Contractor’s judgment, refund amounts paid for such defective Product. For a breach of Services Warranty which is reported to ATI no later than thirty (30) days following performance of the defective Service, Contractor shall re-perform such defective Service at no cost to the University or, if re-performance is not practical in Contractor’s judgment, provide to the University a refund for amounts paid for the defective Service. The University acknowledges that Products are intended solely for academic purposes and that Authorized Users should NOT rely on the Products as a reference for administering medications or patient care. The University releases Contractor from any claims arising out of such improper reliance on Products or Services. **THIS SECTION SETS FORTH ATI’S SOLE LIABILITY AND THE UNIVERSITY’S SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. ATI DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL BE ERROR FREE OR UNINTERRUPTED.** Contractor shall have no obligations under this Section if the breach is caused by the University’s improper use or modification of a Product.

D. Section VIII.N. *Indemnification* is hereby replaced with the following:

INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any court awarded damages arising out of claims for bodily injury, death or tangible property damage arising from or caused by Contractor’s performance of its obligations under this contract, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the Contractor’s products or services in the manner described in Contractor’s documentation supplied to the Commonwealth.

If an action is brought against University claiming that Products, when used in accordance with ATI Product manuals and guides and this Agreement, infringes a valid patent or registered copyright, or misappropriates a trade secret, ATI shall defend University at ATI’s expense and pay the damages and costs finally awarded against University in relation to the infringement or misappropriation action, but only if (i) University notifies ATI promptly upon learning that an action has been or might be asserted, and (ii) University cooperates in good faith with ATI in the defense of the action and any negotiation for its settlement or compromise. ATI shall have no obligation or liability under this Section if the action results from (i) a modification or improper

9/18/19

use of such Product, or (ii) the use of any non-ATI product, information, design, specification, instruction, software, data, or material in combination with the Product where such infringement would not have arisen but for such combination. If a covered claim described in this Section may be or has been asserted, University shall permit ATI, at ATI's option and expense, to (i) secure the right for University to continue using the Product, (ii) replace, modify, or create a workaround for the Product to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (iii) terminate the applicable License and, upon the University's return of the infringing Product, refund to University the amount actually paid to ATI for such Product. THIS SECTION SETS FORTH ATI'S SOLE LIABILITY AND UNIVERSITY'S SOLE REMEDY WITH RESPECT TO AN INFRINGEMENT CLAIM.

- E. Section VIII.S. *Confidentiality of Personally Identifiable Information* is hereby replaced with the following:

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and promptly notify the agency of any breach or suspected breach in the security of such information. Contractor shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting to the extent consistent with applicable law. Contractor remains responsible for the actions of its employees regarding confidentiality obligations in this agreement.

- F. Section VIII.T. *Continuity of Services* of RFP# LBS-1044 is hereby replaced with the following:

POST TERMINATION DATA: The Contractor recognizes that the Agency's data is vital to the Agency and that upon contract expiration the Agency may use the services of another Contractor. The Contractor agrees to exercise commercially reasonable efforts and cooperation to effect an orderly and efficient transition of Agency data to Agency and to make all Agency owned data available to Agency for Agency's use with any successor at an appropriate time prior to the expiration of the contract.

- G. Section VIII.V. *Excessive Downtime* of RFP# LBS-1044 is hereby replaced with the following:

EXCESSIVE DOWNTIME: Software furnished under the contract shall be capable of continuous operation. Should the software become inoperable for a period of more than 24 hours, the

9/18/19

Contractor agrees to pro-rate charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification.

H. Section VIII.X. *Renewal of Maintenance* of RFP# LBS-1044 is hereby deleted in its entirety.

I. Section VIII.Y. *Software Upgrades* of RFP# LBS-1044 is hereby deleted in its entirety.

J. Section VIII.Z. *Third Party Acquisition of Software* of RFP# LBS-1044 is hereby replaced with the following:

THIRD PARTY ACQUISITION: The Contractor shall notify the procuring agency in writing upon the merger, consolidation, or acquisition of substantially all of Contractor's assets. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall be assigned, in their entirety, in the event of any acquisition.

K. Section VIII.U. *Nonvisual Access to Technology* of RFP#LBS-1044 is hereby replaced with the following:

NONVISUAL ACCESS TO TECHNOLOGY: Contractor is committed to promoting and improving the accessibility of all its products as specified in Section 508 of the Rehabilitation Act of 1973 and the Web Content Accessibility Guidelines ("WCAG") 2.0, level AA. ATI shall integrate accessibility checks into its product lifecycle so that when features are added, or products are maintained or re-written, that it will be done with accessibility in mind. If requested, the Contractor must provide a detailed explanation of how compliance with their nonvisual access standards is achieved and a validation of concept demonstration.

6. The liability of the Contractor, its licensors and suppliers and their respective affiliates, actual or implied, is limited to the purchase price paid by the University to the Contractor for the products and services provided under this contract.
7. Contractor agrees that both parties have negotiated and agreed upon the terms and conditions present within the JMU IT Services Addendum document dated August 23, 2019, and that this version shall replace the original version present within RFP# LBS-1044 along with exceptions noted by the Contractor in their original response.
8. The Contractor acknowledges it has reviewed and shall adhere to the Complimentary User Entity Controls listed in the SOC 2 report for each of its subservice providers including, but not limited to, CBTS, Microsoft Azure, and Cyrus One.
9. Contractor agrees that all exceptions taken within their initial response to RFP# LBS-1044 that are not specifically addressed within this negotiation summary are null and void.

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Assessment Technologies Institute, LLC

PRODUCT/SOLUTION: ATI Testing & EHR Tutor

Definitions:

- **Agreement:** The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- **University:** "University" or "the University" means James Madison University, its trustees, officers and employees.
- **University Data:** "University Data" is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- **Personally Identifiable Information:** "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
- **Security Breach:** "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- **Service(s):** "Service" or "Services" means any goods or services acquired by the University from the Contractor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational

interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.

- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SOC 2 or other security report deemed sufficient by the University from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is “preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Background Checks and Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social

Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Security Breach:

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
 - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.

- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
 - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
 - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

- 12. No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

JAMES MADISON UNIVERSITY**CONTRACTOR**

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DocuSigned by:

*Mike Lynch*6F2CEF37C7674E6...
Mike Lynch

Executive Vice President

8/23/2019 | 2:31 PM CDT

**Modifications to
James Madison University
Information Technology Services Addendum**

A. Section 1 is hereby deleted and replaced with the following:

Rights and License in and to University Data: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, non-exclusive license to use the data as provided in the Agreement. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property. Contractor reserves the right to use aggregate, anonymized data for its business operations.

B. Section 3.a. is hereby deleted and replaced with the following:

Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law. Contractor reserves the right to use aggregate, anonymized University Data for its business operations.

C. Section 5.c. is hereby deleted and replaced with the following:

Contractor will maintain an uptime of 99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time. Contractor will strive to provide continuous availability during traditional times that students access Contractor's services.

D. Section 6.b. is hereby deleted in its entirety.

E. Section 7.a. is hereby deleted and replaced with the following:

Response: Immediately (within 48 hours) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

F. Section 8.b. is hereby deleted and replaced with the following:

Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement, including any data preservation or eDiscovery required by the University. Contractor will incur all associated costs if the matter involves Contractor's failure to comply with law. All other matters will be at the University's cost and expense.

G. Section 9.b. is hereby deleted and replaced with the following:

Upon termination or expiration of the Agreement, Contractor will ensure Data is destroyed or rendered indecipherable as directed by the University in its sole discretion. Any transfer of data will be through a method mutually agreeable by the University and Contractor.

H. Section 9.d. is hereby deleted and replaced with the following:

Contractor will notify the University of impending cessation of its business and any contingency plans. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University.

I. Section 10.a. is hereby deleted and replaced with the following:

The University reserves the right to request an audit, not more than once per year and during a mutually agreed timeframe, of University Data and records created, maintained, or processed by the Contractor, to ensure compliance with the terms of the Agreement. Such audit shall be performed during Contractor's regular business hours and shall not include access to any third party data or information. Contractor will provide information requested and administrative access to systems will not be provided to the customer or any third parties. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data. If University desires to engage a third party to conduct the audit, such audit will be at University's sole cost and expense and subject to third party's execution of a non-disclosure agreement with Contractor.

J. Section 10.b.i. is hereby deleted and replaced with the following:

American Institute of CPA Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall, upon request, assist the University in obtaining such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.

K. Section 10.c. is hereby deleted and replaced with the following:

Additionally, based on the results of the above audits, Contractor will take commercially reasonable steps to implement security measures in order to meet its obligations under the Agreement.

L. Section 11.b. is hereby deleted and replaced with the following:

To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with relevant requirements of all laws, regulation, and guidance applicable to the Contractor as noted herein, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

ASSESSMENT TECHNOLOGIES INSTITUTE, LLC

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SET OUT BELOW ARE A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND ASSESSMENT TECHNOLOGIES INSTITUTE, LLC ("ATI"), AND GOVERN YOUR USE OF ANY ATI PRODUCTS AND SERVICES AND RELATED MATERIALS, WHETHER DELIVERED BY SHIPMENT OR ACCESSED ONLINE, INCLUDING, BUT NOT LIMITED TO, ATI CURRICULUM, BOOKS AND EBOOKS, COURSE CONTENT, INSTRUCTIONAL AND TEST PREPARATORY MATERIALS, SURVEYS AND QUESTIONNAIRES, VIDEOS, TUTORIALS, TESTING AND ASSESSMENT MATERIALS, AND RELATED ATI RESOURCES (COLLECTIVELY REFERRED TO HEREIN AS "**ATI PRODUCTS**") MADE AVAILABLE TO YOU BY ATI, INCLUDING BUT NOT LIMITED TO, THROUGH ATI'S ONLINE HOSTED PLATFORM AND RELATED CUSTOMER SERVICES ("**ATI SERVICES**") (TOGETHER, "**ATI PRODUCTS AND SERVICES**"). YOU MUST AGREE TO THESE TERMS BEFORE ESTABLISHING AN ACCOUNT WITH ATI AND BEFORE YOU ACCESS ANY ATI PRODUCTS. TO AGREE TO THESE TERMS, CLICK "I AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "I AGREE." IF YOU DO NOT CLICK "I AGREE", YOU WILL NOT BE ABLE TO REGISTER FOR ATI PRODUCTS USE AND YOU SHOULD NOT ACCESS ATI PRODUCTS.

ATI is a U.S.-based business, operating in and from the United States

YOUR ATI PRODUCTS ACCOUNT

Prior to creating an account with ATI ("Account") for your use of ATI Products and Services, you will be required to provide certain information, establish a user name and password, and may be provided with access codes and product codes by ATI. When establishing your Account, You agree to provide complete and accurate information to ATI and to permit ATI to store and use your registration data for use in maintaining your Account. You agree to notify ATI of any changes in your personal or registration information. You agree to protect your username and password, as well as any access codes and product codes provided by ATI, and not share them with others or permit any unauthorized use of ATI Products or Services. If you have reason to believe that someone is using your account without your permission, you should contact ATI immediately. ATI will not be responsible to you or any third party for any loss or damage resulting from your failure to notify ATI of unauthorized use or from your allowing others to use and/or not adequately protecting your password, access codes or your Account with ATI. By establishing an Account, you certify and represent that any exam, test, assessment, or other interactive tool offered through ATI Products will be completed and utilized only by you and you will not permit any other person to falsely answer exam, test, and assessment questions under your name. You understand and agree that any false, misleading, or fraudulent activity committed by you in connection with your use of ATI Products may result in invalidation of your scores and records stored on ATI Products, immediate suspension or termination of your access to ATI Products, and disciplinary action by your school, employer, or institution (referred to herein as "your Institution") consistent with their policies. You understand and agree that ATI will report any suspected fraud or testing misconduct to your Institution and/or to law enforcement authorities and will pursue any action reasonably necessary to protect student, employer, and school records and the integrity of the ATI Products. You agree to use ATI Products and Services only as permitted under this Agreement. You agree that, except for data stored on ATI Products which comprises your student record to which you are entitled access under applicable law, you will not disclose any portion of ATI Products to any other person or entity, as ATI Products contains the confidential and proprietary material of ATI and doing so would result in serious

financial harm to ATI, for which you may be held personally liable. Any violation of these terms may subject you to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of your ability to use ATI Products and ATI Services.

INTELLECTUAL PROPERTY

You understand and agree that ATI Products and ATI Services constitute intellectual property and proprietary material that is owned by ATI or its licensors and is protected under intellectual property laws in the United States and other countries, which includes, but is not limited to, copyright. All rights not expressly granted to you under this Agreement are reserved by ATI and its licensors. Assessment Technologies Institute, LLC and other Assessment Technologies Institute, LLC trademarks, service marks, graphics, and logos used in connection with ATI Products and Services are trademarks or registered trademarks of Assessment Technologies Institute, LLC in the United States and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with ATI Products and Services may be the trademarks of their respective owners. ATI and its licensors do not grant to you any right or license in connection with any of the foregoing trademarks, service marks, graphics, or logos

LICENSE TERMS

ATI Products are licensed to your Institution with whom your ATI Products use is affiliated, subject to the terms of this Agreement and timely payment of any fees due and payable to ATI. If you have independently paid for the use of ATI Products and ATI Services, the aforementioned license is granted to you. Your permission to use ATI Products is subject to your prior acceptance of this Agreement and you agree that these terms will apply to each ATI Products module you access, including any updates or enhancements thereto. Certain ATI Products may also require your acceptance of other terms specific to, and appearing in, said ATI Products. You are not authorized to assign or transfer this permission to use ATI Products or your access code, username, or password to any other person or entity. Other than the rights granted to you in this Agreement, ATI grants you no other rights. You agree not to copy, modify, rent, lease, loan, sublicense, sell, distribute, disassemble, decompile, reverse engineer, or create any derivative works of or based on the ATI Products or ATI Services (except as and only to the extent that the foregoing restrictions is not permitted under applicable law or to the extent permitted by the license terms of any open-source components included with the ATI Products or ATI Services). You agree to use ATI Products and ATI Services only as permitted under this Agreement. Any violation of these terms may subject you to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of your ability to use ATI Products and Services. If ATI reasonably suspects that you have violated this Agreement, or if fees due and payable to ATI by you or your Institution have not been paid then, without notice to you, ATI may terminate this Agreement, the license, and your account and deny you further access to ATI Products and Services. Upon termination of your Institution's ATI Products license, or your individual license if you have directly paid ATI, you shall cease all use of ATI Products and Services and remain liable for paying all amounts that may be due and payable by you to ATI, if any. ATI reserves the right to modify, suspend, remove, or disable access to ATI Products or ATI Services at any time without notice and in no event will ATI be liable for making any such changes.

USE OF DATA

Before establishing an Account with ATI Products, you are required to agree to the following terms around use of certain data, as described below

Types of Data

Your Contact Data: You understand and agree that ATI will collect and may use personally identifiable information including, but not limited to, the following: name, address, phone number, fax number, email address, employer, title, user ID and password, and IP address. We use this information to provide the highest quality of service to you and your Institution, and so that we can verify your identity, contact you, provide materials to you upon your request, register you, send relevant messages via e-mail, phone or post, or for any other purpose identified in this policy or when personal information is collected. ATI may contact you via email, text or phone in order to notify you of important timely information or upcoming deadlines. ATI or a third party engaged by ATI also may contact you via surveys, sweepstakes offers or other data collection techniques to conduct research about your opinion of current ATI Products and Services, of potential new services that may be offered or topics of interest in your field. We may ask you to provide demographic information at your option; such information is generally used in aggregate form for various analyses conducted by ATI regarding our Products and Services.

Your Learning Data: You understand and agree that, in the course of your use of ATI Products and Services, you (and your Institution, if your use of ATI Products is affiliated with a school, employer or institution) will submit personal and identifiable data regarding you and the ATI Products and Services will generate data about your individual use of ATI Products and Services, which may include, but not be limited to, your academic performance and student record, test results, your individual grades and scores, accomplishment dates (such as graduation), instructor feedback and comment, your personal learning behaviors including behaviors around use of ATI Products, licensure, and various metrics related to your learning of particular subject matters made available through ATI Products and Services ("Your Learning Data"). You understand and agree that ATI, through ATI Products and Services, will collect, maintain, process, have access to, and use Your Learning Data (identifiable data about you, as defined above) to

- (i) confirm your identity to ensure only authorized users are accessing ATI Products and for purposes of ATI Products security,
- (ii) analyze and provide certain information about your learning, engagement with and use of ATI Product and Services, and academic performance to you, your Institution with whom your ATI Products use is affiliated and your instructor(s) from said Institution, as well as adaptive and personalized learning,
- (iii) analyze, separately or with data that ATI receives from third parties, for purposes of ATI's internal data analysis and research and for developing and enhancing ATI Products and Services,
- (iv) provide technical support to you and your Institution on ATI Products, and
- (v) generate reports and analytics for use by you, your Institution and your instructor(s) regarding your learning and academic performance and/or the learning and academic performance of an entire class or classes at your school or institution.

You understand and agree that, unless your Institution and ATI have agreed otherwise, ATI, through ATI Products, reserves the right to remove Your Learning Data from ATI Products records six months after you graduate from or otherwise end your matriculation with the school or institution affiliated with your ATI Products use, provided that ATI reserves the right to continued use of all General ATI Products Data

and Aggregate Data, as defined below, without specific, identifiable reference to you or Your Learning Data

General Usage Data: You also understand and agree that, through ATI Products and Services and the use of other third party software, ATI may collect diagnostic, technical, and general ATI Products and Services usage information, such as cookies, content viewed, IP address, device use, site volume and load, that is gathered to (i) facilitate ATI's Product support and software development, and improve ATI Products and Services, (ii) verify compliance with license terms, (iii) monitor, record and report information about ATI Products user activity and engagement with the ATI Products, Services sites, modules and social media pages, (iv) collect information around device use, ATI Products site volume and load, and user results in connection with certain ATI Products features or material ("General Usage Data").

Aggregate Analytic Data: Your Learning Data and General Usage Data may also be used in the aggregate, anonymous, and de-identified by ATI for analysis related to benchmarking, research and analytics, employment matters, graduate level programs and continuing education, ATI's Product development and improvement, general metrics about your school's or institution's performance as compared to other schools and institutions and other ATI customers, as well as for anonymized metrics and analysis relative to students' school and licensure exam performance. ("Aggregate Analytic Data").

Information You Provide or Post: Except for information which ATI expressly agrees in a separate contract with you to treat as proprietary and confidential, any communication, material or information that you transmit or post to any ATI website, social media page or product ("ATI Property") will be deemed non-confidential. By posting any information or material on an ATI Property, you represent that you own all proprietary rights over such information or material and grant ATI a perpetual, royalty-free license to use, display, reproduce, distribute, modify, and make publicly available such material or information for any commercial or non-commercial use. You represent that you will not post anything on a ATI Property that is libelous, defamatory, unlawful, threatening, obscene, or pornographic. ATI reserves the right, at its sole discretion, to edit or remove, without notice, any unlawful or offensive information posted on NHA Properties. NOTWITHSTANDING THE FOREGOING, ATI EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIAL OR INFORMATION COMMUNICATED OR POSTED BY YOU OR OTHER THIRD PARTIES ON ANY ATI PROPERTY. ATI welcomes your suggestions and input on how we might improve the ATI Properties, services and products. By providing any such suggestions, ideas, know-how, and input to ATI, you agree that ATI, including its parent and affiliated companies, has a royalty free, perpetual, worldwide, irrevocable right to use, publish, create, display, market, distribute, copy, and sell the same, in any form, medium, or technology, whether now known or developed in the future.

Sharing of Your Data.

ATI will not sell, rent, trade or lease your personally identifiable information ("Your Personal Information") to others unless we have requested to do so and have received your permission. (Aggregated information, by definition, is not identifiable and thus is not included in the definition of Your Personal Information.) Notwithstanding the foregoing, ATI reserves the right, and you hereby grant ATI the right, to disclose Your Personal Information to others under the following circumstances: (i) we may share Your Personal Information with any ATI affiliate (or business partner or agent acting on our behalf) worldwide as necessary to provide you with the ATI Products and Services, and such

affiliates, business partners, and agents will be under the same obligations as is ATI to protect the confidentiality of your information and protect your privacy; (ii) if your use of ATI Products and Services is affiliated with your Institution, we may share your information with your Institution, its instructors and staff, and other parties associated with or required by your Institution; (iii) we may be required to share Your Personal Information by law with regulatory, industry self-regulatory organizations or other government agencies, or under a court order; (iv) we may transfer your data in connection with an organizational change, such as a merger or acquisition by another company or the sale of ATI's assets; or (v) if ATI, in its sole discretion, determines disclosure is necessary to protect the rights, property, or security of ATI, the ATI Products and Services, ATI Property, or other users' rights or the personal safety of individuals, then we also may share Your Personal Information. If you have opted in to receive communications from ATI or its affiliates and partners regarding surveys, sweepstakes, discounts and other offers, market research, relevant product updates and post-graduate information, such as continuing education, practice updates and opportunities, we may share your contact information with vendors who support ATI in these efforts.

Data Transmission:

If you are located outside of the United States, you consent to the transmission and transfer of your personal information into the United States, to be processed, stored and maintained on or through ATI servers located in the United States

By clicking the "I Agree" button below, as part of agreeing to the terms and conditions in this Agreement, you are also providing your express consent to ATI's and its affiliates' collection, use, maintenance, reporting, transmission, and processing of Your Contact Data, Your Learning Data, General Usage Data, and Aggregate Analytic Data, as described herein

CHILDREN

We recognize the importance of protecting the privacy and safety of children. Our Services are not intended for children under 13 years of age. We do not knowingly collect personal information from children under 13. If you are under 13, do not use the Services and do not send any information about yourself to us. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us.

COMPLIANCE WITH LAWS; EXPORT

You agree to comply with all applicable federal, state, and local laws, including without limitation, all applicable laws in the jurisdiction where you reside, in your use of ATI Products and ATI Services. You will not use ATI Products and ATI Services in any way that is prohibited by U.S. law or that would violate U.S. export regulations. You may not use or otherwise export or re-export all or any portion of ATI Products except as is permitted under U.S. laws and the laws of the jurisdiction where you reside. ATI Products may not be exported into any U.S. embargoed countries or provided to anyone on the U.S. Government's list of specially designated nationals or denied persons or entities. You warrant that you are not located in any such country or on any such list.

GOVERNMENT USE

ATI Products and ATI Services were developed using private funds and are "Commercial Items" as defined in 48 CFR §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." Consistent with 48 CFR §12.212 or 48 CFR §227.7202-1 through 227.7202-4, as applicable, such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government solely as Commercial Items and only with those restricted rights granted to all other end-users pursuant to the terms of this Agreement. Unpublished-rights reserved under the copyright laws of the United States

USE OF LINKS

ATI may include material from third parties or include links to third party websites in ATI Products. Such material is provided as a convenience to you and ATI assumes no liability or responsibility for such third party materials or websites

DISCLAIMER OF WARRANTIES

ATI PRODUCTS AND ATI SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. ATI AND ITS SUPPLIERS, LICENSORS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO ATI PRODUCTS AND ATI SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN STATEMENT BY ANY EMPLOYEE OR REPRESENTATIVE OF ATI OR OF ITS SUPPLIERS, LICENSORS AND PARTNERS SHALL CREATE A WARRANTY OR MODIFY THIS SECTION. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSION MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR YOUR INABILITY TO USE, ATI PRODUCTS AND ATI SERVICES IS AT YOUR SOLE RISK. ATI AND ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN ATI PRODUCTS. ATI AND ITS SUPPLIERS, LICENSORS AND PARTNERS TAKE PRECAUTIONS TO PROTECT ATI PRODUCTS AND ATI SERVICES, BUT MAKE NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. ATI AND ITS SUPPLIERS, LICENSORS AND PARTNERS DO NOT GUARANTEE OR WARRANT THAT YOUR USE OF ATI PRODUCTS OR ATI SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

ATI Products are designed to provide accurate and authoritative information and recommendations in regard to the subject matter covered and ATI uses reasonable efforts to provide accurate information. Notwithstanding the foregoing, ATI AND ITS SUPPLIERS, LICENSORS AND PARTNERS MAKE NO WARRANTY OR GUARANTY AS TO, AND ASSUMES NO RESPONSIBILITY FOR, THE CORRECTNESS, SUFFICIENCY, OR COMPLETENESS OF INFORMATION OR RECOMMENDATIONS MADE IN ATI PRODUCTS, OR FOR ANY ERRORS, OMISSIONS, OR ANY OUTCOMES RELATED TO YOUR USE OF ATI PRODUCTS. ATI Products may provide information, guidance, and recommendations related to a variety of subject matters, including but not limited to, medical treatment, emergency care, drugs, medical devices, and side effects; however, research, clinical practice, and government regulations often change the accepted standards and it is solely your responsibility, and not the responsibility of ATI, to determine appropriate medical treatment, the use of any drug in the clinical setting, and for determining FDA status of a drug,

reading the package insert, and reviewing prescribing information for the most up-to-date recommendations on dose, precautions, and contraindications, and determining the appropriate usage for a product. This is especially important in the case of drugs that are new or seldom used. ATI Products were developed based on generally accepted education and nursing principles and standards in the United States, and have not been customized or otherwise specifically designed for use in any other country. Any procedures and protocols noted in ATI Products are based on current recommendations of responsible sources; however, you understand that other or additional measures may be required under particular circumstances. ATI Products are intended solely as a guide and for educational purposes and is not intended to be used for actual medical treatment or as a statement of the standards of care required in any particular situation, because circumstances and patients' physical conditions can vary widely from one set of circumstances to another. Nor is it intended that ATI Products shall in any way advise personnel concerning legal authority to perform the activities or procedures discussed. You should make such determination only with the aid of legal counsel. Certain ATI Products content and material may include facts, views, opinions and recommendations of persons other than ATI, which are deemed by ATI to be of educational interest to ATI Products users. ATI and its licensors, suppliers, and partners make no guarantee or warranty regarding the accuracy, completeness, or timeliness of such content or material, nor do they make any endorsement in connection with use of such third party content or material. Similarly, statements and opinions in ATI Products are provided as guidelines only and should not be construed as official policy and ATI AND ITS LICENSORS, SUPPLIERS AND PARTNERS EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR THE CONSEQUENCES OF ANY ACTION TAKEN IN RELIANCE ON THESE STATEMENTS OR OPINIONS. ATI Products are provided to you with the understanding that ATI is not rendering to you any legal, accounting, or other professional service or advice. If legal advice or other expert assistance is required, the service of a competent professional should be sought.

LIMITATION OF LIABILITY

IN NO EVENT WILL ASSESSMENT TECHNOLOGIES INSTITUTE, LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUPPLIERS, PARTNERS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS DISRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE ATI PRODUCTS AND ATI SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OR DAMAGE OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH JURISDICTIONS, THE LIABILITY OF ATI AND EACH OF THE AFORMENTIONED PERSONS AND ENTITIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In no event shall ATI's and its suppliers', partners', and licensors' total liability to you for all damages exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

INDEMNIFICATION

By accepting this Agreement and using ATI Products and ATI Services, you agree that you will indemnify and hold ATI, its directors, officers, employees, affiliates, agents, contractors, principals, suppliers, partners, and licensors harmless in connection with any claim arising out of your breach of the terms of

this Agreement, your use of ATI Products and ATI Services, or any action taken by ATI to protect its intellectual property, including, but not limited to, suspension or termination of your access to ATI Products and ATI Services

MISCELLANEOUS

ATI reserves the right to update and modify the terms of this Agreement without advance notice to you and such changes will be effective immediately when posted on this site and will govern your continued use of ATI Products and ATI Services, provided however, ATI will not alter any consent previously provided by you regarding use of your personal information or data unless you expressly provide updated consent.

This Agreement is governed by the laws of the State of Kansas, U.S.A., without giving effect to its conflict of law provision. Exclusive jurisdiction for any claim arising out of this Agreement will be in the courts of the State of Kansas, U.S.A. The parties each waive any rights to a jury trial for any claim or cause of action arising out of this Agreement. No ATI employee or representative has any right or authority to modify, whether orally or in writing, the terms of this Agreement, unless such modification is in a written agreement signed by an authorized representative of each party.

If you are in Canada, ATI and you confirm that it is their wish that this document and all other related documents be drawn up in English. (Translation in French: ATI et vous reconnaissent avoir exigé la rédaction en anglais du présent document ainsi que tous les documents qui s'y rattachent.)

This Agreement is the entire and exclusive agreement between ATI and you regarding your use of ATI Products and ATI Services and replaces any prior agreements between you and ATI regarding the subject matter herein. If any part of this Agreement is determined to be invalid or unenforceable, the remaining portions shall remain in full force and effect. ATI's failure to enforce any right under this Agreement will not constitute a waiver of such right or of any other right under this Agreement. ATI is not responsible for failing to fulfill its obligations hereunder for reasons that are outside of ATI's control.

ATI reserves the right to take steps ATI believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that ATI has the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as ATI believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to ATI's right to cooperate with any legal process relating to your use of ATI Products and/or ATI Services, and/or a third-party claim that your use of ATI Products and/or ATI Services is unlawful and/or infringes such third party's rights).

ATI WEBSITE PRIVACY POLICY, WEBSITE USER TERMS AND CONDITIONS AND THESE TERMS AND CONDITIONS

Your use of ATI Products and ATI Services are subject to ATI's website Privacy Policy at <https://www.atitesting.com/PrivacyPolicy.aspx> and ATI's website User Terms and Conditions at <https://www.atitesting.com/TermsOfUse.aspx> as well as these Terms and Conditions. In the event of any conflict between the terms in ATI's website Privacy Policy or website User Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall apply with respect to your use of ATI Products and ATI Services.

PRIVACY POLICY

Commitment to Privacy

ATI is committed to respecting your privacy. This Privacy Policy describes how we collect, use, share and protect information about you. When you interact with or use the products, services or websites of ATI ("Services"), you consent to such collection, use and sharing of your information as described in this Privacy Policy, our Terms of Use for our websites and the Terms and Conditions provided during account registration with ATI or any ATI product.

Our privacy practices may vary among the states, countries and regions in which we operate in order to comply with applicable legal requirements. We are committed to compliance with the EU-U.S. and SWISS-U.S. Privacy Shield.

Consent

When you interact with or use our Services, and when you enter any personal information into any of our other Services, you are consenting to the collection, use, and transfer of your personal information as outlined in this Privacy Policy, our Terms of Use for our websites and the Terms and Conditions provided during account registration with ATI or any ATI product. If you are located outside the United States, your use of, and entry of personal information into, any of the Services constitutes your consent to the transfer of your personal information into the United States. Although we do not require that you disclose any sensitive personal information (such as ethnicity or race, religious beliefs or medical conditions), your provision of any such sensitive information in using our Services is your express consent to the collection, use and transfer of such information.

If you do not consent to the terms of this Privacy Policy and the Terms and Conditions described above, please do not accept these policies or continue to use our Services. If you reject these policies, you will not be permitted to use our Services.

Data Collection

ATI is dedicated to protecting the privacy of all personal information collected through this website and our Services. We may collect information from you (directly or through third party vendors we retain) or from a third party who is authorized by you or otherwise permitted by applicable law to share information with us (for example, your school or employer) in situations such as the following:

- **Website visit.** When you provide information during a login process, when you access certain portions of our website, when you ask us to provide more information, when you make a purchase online or in connection with any online employment applications.
- **Registration.** When you create an account on our Services, make a purchase, register or log in to access or use functions or features.
- **Communications.** When you communicate with us.
- **Learning and Assessment Activities.** When you use our Services, information about your grades and scores, instructor feedback and comments, your personal learning behaviors, and various metrics related to your learning of particular subject matters is recorded.

- **Simulation Activities.** Your responses and other information obtained through your use of our simulation Services are collected.
- **Surveys and Research.** If you participate in our research studies about our products or the industries and professions we support or our market research surveys or programs.
- **Forums.** If you participate in our forums, blogs, intranets, chat rooms, “wikis” or other similar features.
- **Subscriptions.** If you subscribe to one of our newsletters or request text alerts.
- **Social Media.** If you use or interact with our Services on social media and networking pages and applications, such as Facebook, Instagram, LinkedIn and others.

We also may collect information about you from other sources. We work closely with third parties (for example, business partners, service providers, sub-contractors, educational institutions, analytics providers, search information providers, fraud protection services) and may receive information about you from them. We may also collect and process information about you that your Institution or an organization (such as a professional, governmental, oversight or other organization) with which you are, or previously were, affiliated provides to us. We may also collect and process information about you that we receive from other sources including organizations that are our customers (which might be your Institution, for example), organizations that provide our products or services by way of a co-branded or private-labeled platform, product, service, website or application, and organizations that sponsor surveys or programs in connection with our Services. If you use our Services through a third party, please contact that third party first if you have any questions about the data they collect from you and share with us. If they do not address your concerns, please contact us.

To the extent permitted by applicable law, we may collect data in an automated manner and make automated decisions, including using machine learning algorithms, about users of our Services in order to provide or optimize the Services offered and/or delivered, for security or analytics purposes, and for any other lawful purpose. Our Services may collect certain information by automated means when you access or use our Services. This information may include, but is not limited to, usage details, Internet Protocol (“IP”) address, browser type, browser language, devices you use, access times, the sites linked from, pages visited, applications downloaded or accessed, links and features used, content viewed or requested, information collected through cookies and other such information. We generally collect this information to improve our Services for our users, to learn about our users’ interests and enhance the Services we provide, for security and analytics purposes, and for other lawful purposes. To learn more, please see our “Cookies and Similar Technologies” section below.

Educational Records (FERPA) and Medical Records (HIPAA). In providing our Services, we are not directly covered by the U.S. Federal Educational Rights and Privacy Act (“FERPA”) or the U.S. Health Insurance Portability and Accountability Act (“HIPAA”). However, to the extent we are required to do so by contract with an organization who provides your personal information to us or with whom we share your information, and to the extent that such personal information provided to us is subject to FERPA or an equivalent law or regulation for your state or country of residence, or HIPAA or an equivalent law or regulation for your state or country of residence, we will comply with such applicable law as required by such contract

How We May Use Your Information.

We use your information to provide you, either directly or through a third party, with our Services. We also may use your information to support our business functions, such as fraud prevention, marketing, analytics and legal functions.

We may use your information:

- To fulfill your requests for Services and communicate with you about those requests.
- To set up your account and verify your identity when you register for our Services.
- To process your payments - but we do not retain your credit card data after a payment has been processed.
- To monitor, record, analyze and report on your activity, interactions and engagement with our Services.
- To track and analyze and report on your progress, success, performance, registrations, incomplete attempts, and results. If your use of our Services is in connection with a school, employer, institution or other organization ("your Institution"), we may share your data with your Institution, its instructors and staff, and other parties associated with or required by your Institution.
- To perform research and analysis for our Services and to further develop and improve our Services or to perform research concerning the industries and professions we serve.
- To perform benchmarking analytics and general metrics about your performance or, after anonymizing, de-identifying or aggregating the data, your Institution's performance as compared to other schools and institutions and other ATI customers.
- To analyze technical data such as cookies, content viewed, IP address, device use, site volume and load.
- To verify compliance with license terms.
- To support and personalize our Services, websites, mobile services and, if you have opted-in to receive marketing materials, our advertising.
- To inform you of new products, services or, if you have opted-in to receive marketing materials, promotions we may offer.
- For research, analysis, benchmarking or surveys.
- To engage you in our social media platforms.
- To protect the security and integrity of our Services, content, and our business.
- To respond to reviews, comments, or other feedback you provide us.
- To comply with applicable legal or regulatory requirements and our policies, protect against criminal activity, claims and other liabilities.
- For any other lawful purpose for which the information is provided.

We also may use, process, transfer, and store any data about you in an anonymous, aggregated manner. We may combine personal information with other information, collected online and offline, including information from third party sources.

We may also use information in other ways with your consent or as permitted by applicable law.

Information Sharing

To the extent permitted by applicable law, we may share information about you, including your personal information, as set forth below or as otherwise described in this Privacy Policy or the terms and conditions for use of the Services:

- **Affiliates, Agents and Partners.** We may share information with our parent corporation and affiliates (or any business partner or agent acting on our behalf) worldwide as necessary to provide you with the Services. Each such parent corporation, affiliate, business partner, and agent will be under the same obligations as is ATI to protect the confidentiality of your information and protect your privacy.
- **Analytics and Reporting.** We may share your information to (i) analyze and provide certain information about your learning and academic performance to you, your Institution, including other parties associated with and required by your Institution, and your instructor(s) or supervisor(s) from your Institution; (ii) generate reports and analytics for use by you, your Institution, other parties associated with and required by your Institution, and your instructor(s) regarding the learning and academic performance of an entire class or cohort at your Institution and (iii) generate reports and analytics to be used by researchers or third parties in the industries or fields that we support to better understand changes and trends in such industries or fields.
- **Service providers.** We may share information with agents, contractors, service providers, vendors, business partners, and other third parties we use to support our business and Services. We may share information to provide technical support to you and your Institution, its instructor(s) or staff. Some examples of third parties we work with are shippers, payment servicers, information processors, financial institutions, data centers, educational institutions you attend, other organizations you are affiliated with, or their support service providers. Such third-party providers may perform technical operations such as database monitoring, data storage and hosting services and customer support software tools. Such third parties may access, process or store personal data in the course of providing these services.
- **Your Institution and other Organizations.** We may share information about your use of our Services with your Institution and its faculty or staff, and other parties associated with or required by your Institution. We also may share information with governmental agencies, oversight organizations, professional organizations, accreditation organizations, and industry self-regulatory organizations.
- **Fraud Prevention.** We may share your information to confirm your identity to ensure only authorized users are accessing our Services and for general security.
- **Advertising and Marketing.** If you have opted-in to receive marketing information from ATI, to the extent permitted by applicable law, we may share information with third parties for marketing, advertising, promotions, contests, or other similar purposes. If required by applicable law, we will share such data for advertising and marketing purposes only in an aggregate, anonymous, and de-identified manner.
- **Mergers, Acquisitions, Divestitures.** We may share, disclose or transfer information about you to a buyer, investor, new affiliate, or other successor in the event ATI, its parent company or affiliates, or any portion, group or business unit thereof, undergoes a business transition, such as a merger, acquisition, consolidation, reorganization, divestiture, liquidation or dissolution

(including bankruptcy), or a sale or other transfer of all or a portion of any assets or during steps in contemplation of such activities (e.g., negotiations and due diligence).

- **Law Enforcement and National Security.** We may share information to comply with any law or directive, judicial or administrative order, legal process or investigation, warrant, subpoena, government request, regulatory request, law enforcement or national security investigation, or as otherwise required or authorized by law.
- **Protection of Rights, Property or Safety:** We may also share information if, in our sole discretion, we believe disclosure is necessary or appropriate to protect the rights, property or safety of any person, or if we suspect fraud, illegal activity, abuse or testing misconduct has taken place.

We also may share information to fulfill any other purpose for which you have provided information to us; for any other purpose disclosed by us or the third party with whom you are interacting when you provide the information; to enforce our rights arising from any contracts; for billing and collection; or as otherwise permitted under applicable law.

Data Security

Security of your personal information is of the utmost importance to us. We use administrative, technical and physical safeguards to protect the security of your personal information from unauthorized disclosure. We take reasonable security measures to secure your personal information against unauthorized access, loss, use, disclosure, or alteration by third parties and unauthorized employees. Despite our efforts, we cannot guarantee the security of your personal information during its transmission or its storage in our systems. No method of transmitting or storing electronic information is ever completely secure. We make no warranty, express, implied, or otherwise, that your information will never be accessed, used or released in a manner that is inconsistent with this Privacy Policy. We are not responsible for any damages or liabilities relating to any security incidents, and we disclaim all representations and warranties regarding such matters to the fullest extent permitted by law. Where required under law, we will notify you of any loss, misuse or alteration of personal information that may affect you so that you can take the appropriate actions for the due protection of your rights. We review our security procedures periodically to consider appropriate new technology and updated methods.

If information is transmitted to us using a means that is outside our systems, or if you transmit information to a third party, we cannot guarantee the security of information during transmission. Any such unsecured transmission is at your own risk. We recommend that you use appropriate security measures to protect your information.

Correction of Your Personal Information

Accuracy is a top priority for us. You can ensure that any contact data is up-to-date and can correct, update or delete inaccuracies to the information by either logging into your account to review and maintain your information or by contacting customer service. In certain situations, you may need assistance from customer service in making a change. For example, if you realized that your name was misspelled, we may need to take certain steps to verify your identity before making the change, ensure that your name change is linked to all of your records and, in some states or countries, that the

oversight agency receives the correction. We will respond to your request to make changes to your records as soon as reasonably possible.

We will attempt to answer all requests that we correct the data if it is inaccurate or delete it as long as we are not required to retain it by law or for legitimate business purposes.

In addition, to protect your privacy, we may require you to prove your identity before granting access to, or agreeing to update, correct or delete your personal information.

Not all information about you can be changed. For example, we may have records about how much time you spent working in a training module. Although this information is linked to you, it may not be changed and, in certain instances, it may be subject to government or regulatory oversight. Similarly, learning data and assessment scores kept in ATI systems may not be changed by you, although you should contact us if you believe such data is not accurate.

Cookies and other Tracking Devices

We may use cookies and similar technologies to operate and improve our Services, as well as to simplify our interaction with you. A "cookie" is a unique numeric code that we transfer to your computer so that we can keep track of your interests and/or preferences and recognize you as a return visitor to the websites. We may use cookies, log files, pixel tags, web bugs, web beacons, clear GIFs, Local Storage Objects (LSOs) such as HTML5 and Flash or other similar technologies to collect information about the ways you interact with and use our Services, to support and enhance features and functionality, to monitor performance, to personalize content and experiences, for marketing and analytics, and for other lawful purposes. We may also engage third party service providers to provide advertisements and promotions on our behalf, or authorize third parties to advertise and market products and services via our Services.

We may use the following types of cookies and similar technologies:

- **Strictly necessary cookies** required for the operation of our Services. They include, for example, cookies that enable you to log into secure areas.
- **Analytical/performance cookies** that collect information about how you use our Services. They allow us to recognize and count the number of visitors and to see how visitors move around our website. This helps us to improve the way our website works. These cookies are sometimes placed by third party providers of web traffic analysis services.
- **Functionality cookies** that remember choices you make and recognize you when you return. This enables us to personalize our content, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies** that collect information about your browsing habits such as the pages you have visited and the links you have followed. We use this information to make our website more relevant to your interests, and, if we enable advertising, to make advertising more relevant to you, as well as to limit the number of times you see an ad. These cookies are usually placed by third-party advertising networks. They remember the other websites that you visit and this information is shared with third-party organizations, for example advertisers.

Most internet browsers accept cookies by default. You can block cookies by activating the setting on your browser that allows you to reject all or some cookies. The help and support area on your internet

browser should have instructions on how to block or delete cookies. Some web browsers (including some mobile web browsers) provide settings that allow you to control or reject cookies or to alert you to when a cookie is placed on your computer, tablet or mobile device. Although you are not required to accept cookies, if you block or reject them, you may not have access to all of the features available through our Services, such as tests, trainings or other activities.

For more information, visit the help page for your web browser or see <http://www.allaboutcookies.org> or visit www.youronlinechoices.com which has further information about behavioral advertising and online privacy.

We may use third party analytics such as Google Analytics or similar analytics services. For information on how Google processes and collects your information regarding Google Analytics and how you can opt-out, please <https://tools.google.com/dlpage/gaoptout>.

We may use third-party advertisers to serve or track advertisements on or relating to the Services. These third parties may use cookies and other tracking and analytical technologies to, among other things, record which ads your browser has loaded and which pages you were viewing when ads were delivered or accessed. Information so collected is subject to the privacy policies of those third parties which you should carefully review. We have limited or no control over third party use of cookies.

Cross Device Tracking. When you use your mobile device to interact with us or our Services, we may receive information about your mobile device, including a unique identifier for your device. We and our service providers and third parties we collaborate with, including ad networks, may use cross-device/cross-context tracking. For example, you might use multiple browsers on a single device, or use various devices (such as desktops, smartphones, and tablets), which can result in your having multiple accounts or profiles across these various contexts and devices. Cross-device/cross-context technology may be used to connect these various accounts or profiles and the corresponding data from the different contexts and devices.

Links

Our Sites or Services may contain links or other connections to other third-party websites, platforms, products, services or applications that are independent of our Services. The information collection practices and privacy policies of these third parties may differ from ours. ATI provides links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by ATI of any site or any information contained therein

When you leave our Sites, these Terms will no longer govern your Internet browser session. Your use of any site to which you navigate from our Sites will be subject to that site's terms of use, if any, and its privacy and data gathering policies. It shall be your sole responsibility to review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

We recommend that you carefully read their policies.

Data Retention

To the extent permitted by applicable law, we may retain your information for as long as your account is active, for at least twenty-four (24) months thereafter, or as long as is reasonably necessary to provide you with our Services or as needed for other lawful purposes. We may retain cached or archived copies

of your information. We may be required to retain some of your data for a longer period of time because of various laws and regulations or because of contractual obligations. We also will retain your information as long as reasonably necessary to comply with our legal obligations, resolve disputes and enforce our agreements

Telephone Consumer Protection Act Notice

We may use your information to make business, informational and collections calls relating to our Services to all telephone numbers, including cellular numbers or mobile devices, you choose to provide on your account or in registering for any of our Services. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send service or account related text messages to cellular phone numbers you provide to us, and you agree to accept and pay all carrier message and data rates that apply to such text messages. If you choose to provide an email or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to our Services at such address, including collections messages, and you represent and warrant that such address is your private address and is not accessible or viewable by any other person

Additional Notices to California Residents

Under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family or household use may be entitled to request and obtain from us, once per calendar year, information about customer information we have shared, if any, with other businesses for such other businesses' own direct marketing uses. If applicable, this information would include the categories of resident information and the names and addresses of those businesses with which we shared such resident information for the immediately prior calendar year. To obtain this information, please email us at comments@atitesting.com with "Request for California Privacy Information" in the subject line of your message, or mail your request to us at the address set forth below:

ATTN: Legal Department - California Privacy Request
Ascend Learning, LLC
5 Wall Street, Burlington, MA 01803, USA

Please include sufficient personal identification information so that we can process your request, including name, mailing address, and email address if you want to receive a response by email.

If you are a California resident under age 18 and are a registered user of any of our Services, then you may request that we remove any content or information that you posted on our websites, online services, online applications, or mobile applications ("User Content"). To request removal of your User Content, please send a detailed description of the specific User Content you want us to remove to the email or regular mail address set forth above. We reserve the right to request that you provide information that will enable us to confirm that the User Content that you want removed was posted by you.

We will make a good faith effort to delete or remove your User Content from public view as soon as reasonably practicable. Please note, however, that your request that we delete your User Content does not ensure complete or comprehensive removal of your User Content. Your User Content may remain

on backup media, cached or otherwise retained by us for administrative or legal purposes or your User Content may remain publicly available if you or someone else has forwarded or re-posted your User Content on another website, online service, online application or mobile application prior to its deletion. We may also be required by law to not remove (or allow removal) of your User Content.

Class Action Waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Employees and Contractors; Job Applicants

Employees and Contractors: If you are an employee or contractor of ATI, its parent company or any affiliates please contact the Human Resources Department for our privacy policy for employees and contractors. This Privacy Policy is separate from our internal privacy policy for employees and contractors.

Job Applicants: In connection with a job application or inquiry, you may provide us with data about yourself, including your educational background or résumé and other information, including your ethnicity where required or permitted by law. We may share this information with our parent corporations and their affiliates for the purpose of employment consideration. We may keep the information for future consideration unless you direct us not to do so.

Revisions to this Privacy Policy

We may update this Privacy Policy at any time in our sole discretion by posting a revised version on this page or on our Services, or with any notice to you if required under applicable law. You can see when the Privacy Policy has changed from the date of the latest revision below. Your continued use of our Services after any such modification constitutes acceptance to any such modified Privacy Policy. Please review this Privacy Policy frequently for updates.

Feedback

You may contact us with any questions, concerns or inquiries about this Privacy Policy or data about you that we maintain. Please contact us by email at comments@atitesting.com.

All feedback will be evaluated and a reply will be sent as soon as appropriate. In some instances, we may cease providing Services to you if, in our sole discretion, we deem it necessary to satisfy your request or if required under applicable law.

For European Visitors and Customers:

EU-U.S. and SWISS-U.S. Privacy Shield Additional Notice

We participate in the EU-U.S. and Swiss-U.S. Privacy Shield with respect to the personal data of users of our Services who are residents of the European Union (“EU”), European Economic Area (“EEA”) and Switzerland. We certify that we adhere to the Privacy Shield Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement (hereinafter, “Privacy Shield Principles”) for personal data of users of our Services in participating European countries. You can find our listing of the Privacy Shield certification at <https://www.privacyshield.gov/list>. We may also process personal data

submitted relating to individuals in Europe via other compliance mechanisms, including use of the European Union Standard Contractual Clauses.

Processing of Personal Data, Purposes and Legal Basis

In this European privacy policy:

“Personal Data” means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of such natural person.

“Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Sensitive Data” means data indicating racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, sex life, or sexual orientation, or for any genetic data or biometric data.

Please note that, in certain circumstances, you may be required to provide the requested Personal Data by contract or law, and your failure to provide such Personal Data may mean we are unable to provide you with our Services.

Our legal bases for the Processing of Personal Data are: 1) consent and/or 2) any other applicable legal bases, such as our legitimate interest in engaging in commerce, offering products and services of value to users of our Services, preventing fraud, ensuring information and network security, direct marketing, processing Personal Data for internal administrative purposes, and complying with industry practices.

To the extent permitted by applicable law, your entry of any Sensitive Data on our Services is your consent to the Processing of such data as set forth in this European Privacy Policy or as otherwise specified in the context of your submission of such sensitive information.

Your Additional Rights as a European Resident

As a resident of the European Union or a country that follows similar regulations for the protection of Personal Data, you may have the following additional rights:

Consent: We may be required to obtain your consent for certain Processing of your Personal Data, such as Processing of Sensitive Data.

Access: You may request a copy of the Personal Data we have collected from and about you by contacting us. Please be advised that our personnel may have a limited ability to identify and access an individual user’s Personal Data if such information was submitted to us by their school, employer or another organization with whom they are affiliated. Thus, if you wish to request access, to limit use, or to limit disclosure of your Personal Data, we may first refer your

request to the school, employer or other organization that submitted your Personal Data to us, and we will support them as appropriate in responding to your request.

Rectification & Erasure: You may request that we rectify or delete any of your Personal Data that is incomplete, incorrect, unnecessary or outdated.

Objection: You may object, at any time, to your Personal Data being Processed for direct marketing purposes.

Restriction of Processing: You may request restriction of Processing of your Personal Data for certain reasons, such as, for example, if you consider your Personal Data collected by us to be inaccurate or you have objected to the Processing and the existence of legitimate grounds for Processing is still under consideration.

Data Portability: You may request and receive the Personal Data we have collected on you in a commonly used and machine-readable form.

Right to Withdraw Consent: Where your Personal Data is Processed solely based on your consent and not for any other legitimate interest, you have the right to withdraw your consent at any time, without affecting the lawfulness of our Processing based on such consent before it was withdrawn, including Processing related to existing contracts for our products and services.

Swiss users whose Personal Data is within the scope of the Privacy Shield certification may also have rights to access certain Personal Data we hold about them and to obtain its correction, amendment or deletion.

To exercise any of the rights listed above, please contact us as set forth below. We will process any requests in accordance with applicable law and within a reasonable period of time. We may require that you establish your identity and provide a clear and precise description of your request. Please note that in some cases, especially if you wish us to delete or cease the Processing of your Personal Data, we may no longer be able to continue to provide our Services to you.

Third Parties with Whom We May Share Data

We may use third-party providers to assist us in providing the Services to our users. Such third-party providers may perform technical operations such as database monitoring, data storage and hosting services and customer support software tools. Such third parties may access, process or store Personal Data in the course of providing these services.

To the extent permitted under applicable law, we may share information about your enrollment and participation in our Services, including your Personal Data, with your employer, governmental agencies, oversight organizations, professional organizations, accreditation organizations, educational institutions, and industry self-regulatory organizations.

We may also share information, including your Personal Data, with third parties for marketing, advertising, promotions, contests, or other similar purposes, with your consent or to the extent permitted under applicable law.

If we receive Personal Data that is subject to our certification under the Privacy Shield and then transfer it to a third-party, we may have certain liability under the Privacy Shield if (i) the third-party Processes

the Personal Data in a manner inconsistent with the Privacy Shield and (ii) we are responsible for the event giving rise to the damage, or to the extent we are otherwise liable under applicable law or the Privacy Shield Principles.

International Data Transfers

Our Services may be provided using resources and servers located in various countries around the world, including the United States and other countries. Therefore, your Personal Data may be transferred and Processed outside the country where you use our Services, including to countries outside the EU, EEA or Switzerland, where the level of data protection may not be deemed adequate by the European Commission.

To the extent permitted by applicable law, your use of our Services is your consent to the transfer of your information outside of your country or geographic region, including transfer to the United States, and to processing of your information in the United States by us or by a third party acting on our behalf.

If you wish to know more about international transfers of your Personal Data, please contact us.

Questions or Complaints – Europe

If you are a resident of a European country participating in the Privacy Shield, you may direct any questions or complaints concerning our Privacy Shield compliance to our Privacy Shield and Data Protection Contact. We will work with you to resolve your issue.

If you consider our Processing of your Personal Data to be inconsistent with the applicable data protection laws, you may lodge a complaint with your local supervisory Data Protection Authority responsible for data protection matters.

Dispute Resolution and Arbitration

If you are a resident of a European country participating in the Privacy Shield and you have not received a timely response to your concern, or we have not addressed your concern to your satisfaction, you may seek further assistance, at no cost to you, from JAMS, which is an independent dispute resolution body in the United States. For information about JAMS, please see <https://www.jamsadr.com/eu-us-privacy-shield>.

We also will cooperate with competent EU data protection authorities (DPAs) with regard to human resources data transferred from a European country participating in the Privacy Shield in the context of the employment relationship.

You may also be able to invoke binding arbitration for unresolved complaints but prior to initiating such arbitration, a resident of a European country participating in the Privacy Shield must first: (1) contact us and afford us the opportunity to resolve the issue; (2) seek assistance JAMS; and (3) contact the U.S. Department of Commerce (either directly or through a European Data Protection Authority) and afford the Department of Commerce time to attempt to resolve the issue. If such a resident invokes binding arbitration, each party shall be responsible for its own attorney's fees. Pursuant to the Privacy Shield, the arbitrator(s) may only impose individual-specific, non-monetary, equitable relief necessary to remedy any violation of the Privacy Shield Principles with respect to the resident.

US Federal Trade Commission Enforcement

Our Privacy Shield compliance is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC). For information about Privacy Shield, please see <https://www.privacyshield.gov/welcome>.

Privacy Shield and Data Protection Contact

Your Privacy Shield and Data Protection Contact for the personal information you provide in connection with our Services is:

ATTN: Legal Department – ATI European Privacy Contact
Ascend Learning, LLC
5 Wall Street, Burlington, MA 01803, USA

Please provide your identification information, a detailed description of the nature of your request, the name of or Services you use, and your country of residence.

Last updated December 21,2018

ATTACHMENT E
COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: James Madison University

CONTRACTOR NAME: Assessment Technologies Institute, LLC.

DATE: 03/26/2019

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:


1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;


8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by 
Title Buyer Senior, JMU
Printed Name LeeAnne Beatty Smith

CONTRACTOR by 
Title Executive Vice President
Printed Name Mike Lynch

April, 2017

REQUEST FOR PROPOSAL

RFP# LBS-1044

Issue Date: February 28, 2019
Title: Online Healthcare Curriculum Solutions
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 2, 2019 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Assessment Technologies Institute, LLC.

11161 Overbrook Road

Leawood, KS, 66211

Date: 03/26/2019

Web Address: www.ATITesting.com

Email: Mike.Lynch@atitesting.com

By:



(Signature in Ink)

Name: Mike Lynch

(Please Print)

Title: Executive Vice President

Phone: (800) 667-7531

Fax #: (913) 661-6245

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

James Madison University

RFP# LBS-1044

Online Healthcare Curriculum Solutions

ATI Nursing Education



Table of Contents

Section B. Specific Proposal Instructions	1 – 11
Section IV.....	
A. Electronic Health Records Solution	12 – 22
B. Comprehensive Assessment/Review Program	23 – 47
Section X. Pricing Schedule	48
Section XI. Attachments.....	49
Attachment A: Offeror Data Sheet.....	50 – 51
Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan	52 – 53
Attachment D: Information Technology Services Addendum.....	55 – 60
Attachment E: Commonwealth of VA Agency Contract Form Addendum to Contractor's Form.	61 – 62
Attachment F (From ATI): Trade Secret and Proprietary Information Explanation Table	63
Attachment F: HECVAT Lite and Supporting Attachments	64 – 171
Exceptions.....	172 – 174
ATI Attachments.....	175 – 239

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

See Cover Page.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

See Section IV.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

ATI Nursing Education is the leading provider of online instruction, remediation, analytics and consulting solutions that deliver superior learning outcomes, enhance faculty effectiveness, and support the growth of nursing programs.

ATI Nursing Education uses progressive data analytics and compelling content to help nursing students master core curriculum, develop into a practice-ready nurses, and succeed on the NCLEX. ATI Nursing Education provides nurse educators with support and expertise from some of the sharpest minds in nursing education. The ATI Nursing Education team is preparing the next generation of nurse-leaders, ready to provide skilled and safe nursing care in a rapidly changing healthcare marketplace. ATI Nursing Education has played a role in helping more than 1.7 million students pass the NCLEX.

During a time when the demand for nurses has never been greater, ATI works with 2,100 nursing programs and helps prepare more than 225,000 students every year to provide safe, quality nursing care. Our 300+ employees include masters-degreed psychometricians and over 200 nurses.

Work Experience of Support Team.

Please See Resumes on the following page

Meredith Jones – Client Executive

Dan Labonte – Sales Director

Jennifer Knipp – Product Training Specialist

Judith Mann – Integration Specialist Nurse Educator

Meredith R. Jones

Jones.MeredithRuth@gmail.com

Baltimore MD 21230 • (610) 416-9806

EDUCATION

Certificate in Teaching the Adult Learner 2012

Johns Hopkins University, School of Education, Baltimore, MD

Master of Arts in Curriculum and Instruction 2012

Area of specialization: Educational Technology

Loyola University of Maryland, School of Education, Baltimore, MD

Bachelor of Arts in Elementary Education 2006

Loyola University of Maryland, School of Education, Baltimore, MD

PROFESSIONAL EXPERIENCE

ATI Nursing Education, Client Executive 2018 – Present

- Develop and maintain a consultative, nurturing, and growing relationship with clients
- Collaborates with subject matter experts and support resources in order to effectively service clients
- Actively participates in territory management using Dynamix 365 and forecasts sales to manager regularly

Lakeshore Learning Materials, Regional Elementary Manager 2015 – 2018

- Collaborate with district and school-based leaders
- Analyze data to identify areas of need and provide solutions to meet those needs
- Provide professional development to support purchases and implementation
- Exceeded quota each year up to 118%
- Increase sales by acquiring new business, penetrating existing accounts, and strategic management of large geographic territory to maximize efficiency in the marketplace
- Provide customized sales solutions to solve and support district-wide and school-based initiatives and challenges in Maryland, Washington, DC, and Virginia

Baltimore County Schools, Classroom Teacher 2006 – 2015

- Differentiation using student performance and assessment-based instruction based on the whole-group to small-group approach
- Developed and implemented a plan for our school to transition to Common Core State Standards and delivered staff trainings to increase the knowledge of teachers during this changeover.
- Developed school-wide lessons and training for teachers
- Served on the School Leadership Team in order to develop and implement the School Improvement Plan, coaching teachers and staff during implementation
- Infused lessons with technology according to the district's Blueprint

Mentor Teacher, Loyola University 2008- 2012

- Plan and implement professional trainings for student teachers using Backwards Design
- Provide support with planning and implementation of lessons
- Making observations within the classroom and provide constructive feedback

Curriculum Development, Baltimore County Schools

- Planned, developed, and wrote units that included technology and differentiation strategies using backward design to meet Common Core standards
 - Third grade Elementary Language Arts unit (Summer 2014)
 - Fifth grade Elementary Language Arts units (June 2013 – December 2013)
- Edited and updated third, fourth, and fifth grade Science curriculums (Summer 2010)
- Infused reading skills and technology into the existing science curriculum (Summer 2010)
- Planned and developed a second grade Science unit (Summer 2009)

AWARDS AND CERTIFICATES

- Maryland Elementary and Middle School Standard Professional II Teaching Certificate
- Silver Ranking Award 2016 and 2017
- Solutions Award 2016

Daniel Labonte

204 Sylvan Lane, Manchester NH 03102 | dlabonte@atitesting.com | 603-682-7903

Highly motivated and experienced Sales Executive with a proven history of Success. Skilled with maximizing opportunities to increase growth and specialized in New Business Development. A Team Player with excellent interpersonal and communication skills. Proven track record of establishing and maintaining strong relationships with clients and colleagues.

Core Competencies

➤ Business Development	Forecasting	Client Retention
➤ Relationship Building	RFP Development	Assessing Needs
➤ Listening	Negotiating	Mentoring

Experience

ATI - Nursing Education

New Business Development / Complete Client Executive

01/01/2015 – Present

Responsible for Generating Leads, Establishing New Relationships, Providing Solutions, and Closing.

- Currently on track to finish year at 110% of goal
- Collaborative selling approach. Teach, Mentor, and Grow.

Advisory Client Executive

01/01/2014 – 01/01/2015

Responsible to Lead, Coach, and Mentor fellow Client Executives while continuing to manage and grow current territory.

- Exceeded annual Revenue Goal
- Increased Revenue per Client
- Increased Total Number of Clients

Client Executive

01/01/2010 – 01/01/2014

Responsible to Maintain and Grow Client Relationships by uncovering needs and providing solutions. Listening, Learning, and Leveraging data and analytics to progress sales.

- Exceeded annual revenue Goals Every Year
- Achieved “Top 5” sales team award 3 years in a row
- Retained 97% of clients
- Promoted to Advisory Client Executive

Partner Support Specialist

10/20/2008 – 01/01/2010

Supported Clients with training and product Implementation. Performed needs-analysis and generated leads for the territory Client Executive.

- Assisted in all aspects of the sales process
- Promoted to Client Executive

*Hertz Corporation***Assistant Branch Manager**

01/01/2006 – 10/20/2008

Exceeded Customer expectations by providing Excellent Customer Service and Support. Managed and Coached 2 Sales and Service Representatives to grow their skills in both delivering high service and upselling clients. Managed all Day to Day business activities including fleet management and Revenue Management.

*Direct Capital Corporation***Intern/ Sales Lead Generator**

5/31/2005 – 12/31/2005

Generated leads by cold-calling small businesses. Developed rapport over the phone, built trust, and delivered leads to Sales Representatives.

Education

University of New Hampshire

- Bachelor of Science in Business/ Concentration in Management
- Minor in Economics

11161 Overbrook Road, Leawood KS 66211 jknipp@atitesting.com

Jennifer Knipp

Objective	To obtain a Training Specialist position with a growing company utilizing my extensive experience in conducting specialist training activities in small and medium sized organizations.		
Professional Highlights	<p>ATI Nursing-Product Training Specialist August 2013-Present</p> <ul style="list-style-type: none"> ▪ Ensure faculty are knowledgeable and comfortable with their ATI products through one on one/small group virtual training sessions, the ATI Academy and on rare occasions, onsite meetings. ▪ Website training and Reporting/Data support ▪ Troubleshoot client issues for a successful solution <p>ATI Nursing-Client Account Manager March 2010-August 2010</p> <ul style="list-style-type: none"> ▪ In-office contact for client and sales support ▪ Building and maintaining productive relationships with key account personnel by answering invoice & shipping questions, activating products and responding to general questions regarding accounts ▪ Provide visibility to forecasting, while generating revenue for the organization and delivering clients access to products through our pending and invoicing processes. <p>LSR-7 School District-Parent Educator February 2009-January 2010</p> <ul style="list-style-type: none"> ▪ Served families with children from birth through age 5. Provided home visits, developmental screenings and parent group connections. Parent and family focused group connections were available each year. These group connections may be in the format of a speaker regarding a parenting topic or a family fun/educational activity <p>Mervyn's-Asset Protection Manager January 2003-April 2005</p> <ul style="list-style-type: none"> ▪ Protect Mervyn's team members, our physical assets, stores and corporate facilities with the industry's best practices while working with a team that strives to be the fastest, smartest and most effective in retail. <p>Nordstrom-Loss Prevention Manager January 1996-January 2002</p> <ul style="list-style-type: none"> ▪ Maintain the general safety of customers, employees and the store ▪ Perform monitoring and surveillance activities ▪ Conduct external and internal investigations ▪ Assess and assist in emergency situations ▪ Reduce and control loss of inventory through audits, training and education ▪ Maintain a high level of confidentiality. 		
Education	San Diego State University	BS, Child Development	May 1996

Judith C. Mann, RN, CNE, MSN, Ed.D

Related Employment

Kaplan Nursing

2014-Present

Part-time/Temporary NCLEX Preparation

- NCLEX (PN and RN) Test Preparation
- NCSBN Test Plan and Testing Strategies
- Review Student Preparation/Strategies for NCLEX Success

2011-2016

Fayetteville State University Fayetteville, NC

Assistant Chair Nursing Department/Assistant Professor

- Assessment and Evaluation Committee Chair
- Pre-licensure Bachelor of Science Nursing Program-
Adult Health I- Second Semester Students
- RN-BSN Completion Program-On-line Program
Transition to Professional Nursing
Nursing Leadership
- Curriculum Development
- Test Item Writing/Analysis
- Test Plan Development /NCLEX Blueprint
- NCLEX Preparation

2006-2011

N.C. Community College System Office Raleigh, NC

Associate Vice President Academic and Student Services Program Services

- Leadership for all aspects of curriculum programs for the North Carolina Community College System
- Supervisor a team of curriculum program directors and educational consultants
- Collaboratively works with State Board members, college presidents, administrators, community college staff, and State agencies in developing, implementing and evaluating curriculum programs •Leads strategic planning for area initiatives
- Provides leadership in complying to federal/state laws, principles of accreditation, and guidelines as they pertain to community college

- educational programs
- Serves on agency and state level committees

2004-2006

Richmond Community College Hamlet, NC
Vice President for Instruction

- Chief Academic Officer
- Oversee the development, implementation, and evaluation of the college's curriculum academic programs
- Responsible for day to day operations of the college's curriculum division and library services
- Lead strategic planning for instructional area initiative
- Responsible for faculty recruitment, retention, and professional development activities
- Manage instructional and administrative budget for the college's curriculum division
- SACs liaison

1999-2004

N.C. Community College System Office Raleigh, NC
Academic and Student Services Division
Director of Program Service
Associate Director of Program Services

- Educational consultant
- Assist the 58 Community Colleges in developing and implementing programs
- Provide state level leadership
- Comply with regulatory and accrediting agencies

1989-1999

Rowan-Cabarrus Community College Salisbury, NC
Nursing Faculty

- Classroom and clinical instructor in the Practical Nursing and Associate Degree Nursing Programs
- Involved in the completion of self-studies for the National League of Nursing , North Carolina Board of Nursing and SACs
- Course coordinator for the first year Associate Degree Nursing Program
- Student Success Advisor for the "Step Ahead Program" Fall 1994-1997
- Test Item Writing
- Test Construction-NCLEX Blueprint

Education

1976	Old Dominion University Bachelor of Science Nursing	Norfolk, VA
1993	University of North Carolina at Charlotte Master of Science Nursing Administration	Charlotte, NC
2006	East Carolina University Doctorate of Education Educational Leadership Higher Education	Greenville, NC

**Certifications
Licensures**

Certified Nurse Educator, National League of Nursing. (July 29, 2013 - December 31, 2018).

BLS for Healthcare Providers (CPR and AED) Program, American Heart Association. (June 20, 2015 - June 30, 2017).

RN Licensure, North Carolina Board of Nursing. (August 1983 - September 2017), Massachusetts. (September 2016- September 2018)

Honors

Phi Kappa Phi Honor Society

Teaching Excellence award presented by The Board of Trustees of Rowan-Cabarrus Community College

Sigma Theta Tau International Society of Nursing

1998 Receipt, Who's Who Among American's Teachers

1999 Receipt, Who's Who Among American's Teachers

In honor of Judith Mann: North Carolina Associate Degree Nursing Council Scholarship was established

Publications

Mann, J. C. (2014). A Pilot Study of RN-BSN Completion Students' Preferred Instructor Online Classroom Caring Behaviors. *ABNF/Tucker Publications, Inc.*, 25(2), 33-39. abnf.net

Arhin, A.O., Gallop, K., **Mann, J.**, Cannon, S., Tran K., and Wang, M.(2015). Acupuncture as a Treatment Option in Treating Posttraumatic Stress Disorder Related Tinnitus in War Veterans. *Journal of Holistic Nursing*

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

See Attachment A.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

See Attachment B.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

VASCUPP Member	Sales Last 12 months
George Mason University	2,769
James Madison University	2,128
Old Dominion University	1,201
Longwood University	123,541
Radford University	346
University of Virginia	16,878
Virginia Commonwealth University	274

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

See Section X.

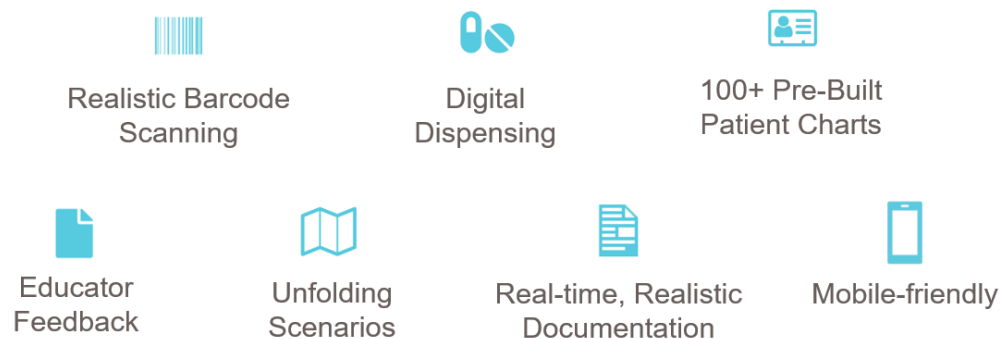
A. Electronic Health Record Solution

1. **Provide an executive summary of the proposed solution to include detail on the functionality/components that are included in the base resource along with detail on optional components/modules and their associated functionality.**

EHR Tutor is an educational tool designed to assist students in electronic documentation and communication in a safe controlled environment while providing educators an opportunity to provide feedback and coaching based on their input into an electronic chart.

This academic electronic health records system was designed specifically for nursing and allied health programs. Our system was designed by a former nursing instructor as an easy-to-use, affordable, and powerful system that can be used throughout the curriculum. This includes simulation, skills lab, clinicals, and the classroom. EHR Tutor includes a fully functioning MAR with barcode scanning functionality, a digital cabinet for medication dispensing simulation, the ability for students to create their own patients or access a pre-built patient, the ability for students to have individual patients or a shared patient, and more.

Key Features



EHR Tutor helps educators prepare students for the rigors of the clinical environment.

The System is web based and works on any device, including mobile, tablet, laptop, and desktop computers.

2. Describe system's ability to support teaching in all phases of the clinical process through evidence and clinical outcomes.

EHR Tutor provides functionality and features that will give your students the experience they need to confidently enter today's technology-based workplace and the world of electronic records.

- ✓ **Create Charts** - Students easily create patient charts during or after clinical rotations.
- ✓ **Realistic Documentation** - Students document vital signs, labs, apply nursing diagnosis, and more.
- ✓ **Care Plans** - Students can build and submit care plans for instructors to review.

Grading is fast and easy. EHR Tutor keeps student work organized and allows space for feedback. All this can be transferred to the student record for accreditation purposes.

In Clinical



Create patient charts

Students can create their own patient charts during or after clinical rotations



Care plans

Students build and submit care plans for instructors to review



Realistic documentation

Students document vital signs, labs, apply nursing diagnosis, and more



Post-clinical assignment

Homework after clinical rotations that allow faculty to provide feedback and assign a grade

3. Describe the major system features that support simulated clinical experiences.

EHR Tutor is designed to be flexible enough for use in a variety of lab settings including skills lab and high-fidelity simulation lab.

EHR Tutor allows faculty to create Activities with pre-built patients. Our system comes with 105 pre-built patients and over 300 pre-built activities. Faculty can easily edit any of our patients, activities, or create their own. Our EHR includes the following features for simulation.

In the Simulation / Skills Lab



Provides realistic opportunities to document like a nurse

Gather patient info appropriate for making decisions, performs skills, follow up on orders/labs, use a barcode scanner, communicate with health care team members



Unfolding scenarios

Allows educators to present changes to patient status and care on the fly to bring real-time decision making into the simulation lab



Cabinet management

Educators can build their own cabinet or cart with EHR tutor practice medication barcodes and inexpensive household items

- ✓ **MAR with Barcode Scanning** – Use any generic USB or Bluetooth barcode scanner to scan our barcodes. We also integrate with Pocket-Nurse and Wallcur Practice Medications.
- ✓ **Practice** - Students can have their own Individual copy of a patient to practice documentation on their own. This is perfect for individual med pass, skills lab, or homework assignments.
- ✓ **Shared Patients for Group Work and Collaborative Labs** - Students can Share a copy amongst the class for a more realistic (real-time) hospital-based simulation. Using Shared Patient Activities, faculty can easily add orders on the fly.
- ✓ **Unfolding Case Study's** - Scenes, or unfolding scenarios allow educators to create triggers that change multiple pages of the chart—new vital signs, new lab work, and signed orders. Unfolding scenarios bring real-time decision making into the simulation lab.
- ✓ **Flexible Scenario Clocks** - Patients can use Real time or Simulated Time. Our template patients (Patients in the Patient Chart Library) never age, but when added to an Activity for Students, a copy is created for students allowing the student's copy to age and progress. This allows faculty to use the same scenario an entire semester but also get a fresh new copy each time they have a new group in simulation
- ✓ **Digital Dispensing** - Students can practice automated medication dispensing systems without the need for expensive hardware. Our System includes a Digital Cabinet that allows you to incorporate medication dispensing systems into your simulations using EHR Tutor to manage the inventory of a Cabinet or Cart. This allows you to turn any generic hardware into a Cabinet to house medications. Perfect for leadership activities, administering controlled substances/narcotics, and more.

4. Describe system's ability to support multidisciplinary assessments and plans of care.

EHR tutor is an industry-leading academic EHR Training program. This academic electronic health records system was designed specifically for nursing and allied health programs. Features include multidisciplinary charting for interprofessional simulations, an Activity Library that allows activities/labs to be saved as templates and the framework for additional charting including Community Health, Occupational Therapy and Physical Therapy. The System also includes Inpatient, Outpatient, EMS, Home Health Care, and Sports Medicine Charting. Through notes, students of multiple disciplines can document. This includes Providers, Dieticians, Physical Therapists, Occupational Therapists, and more.

5. Describe system's ability to support informatics and basic evidence research for faculty and students.

EHR Tutor supports students understanding of Informatics and Technology. Through use of interactive charting that represents systems found in hospitals, students focus on patient care technology and evidence-based practice while experiencing how these important topics improve healthcare.

Faculty and Students can review patient information from both existing patients and patients they create. Our Vital Signs flowsheet automatically displays graphs and trends. Students can also review Lab Results, Assessments, Daily Care, Intake & Output, and other kinds of data that you would commonly find in a Real EHR System.

6. Describe the major features for faculty to view the student's entries into the patients' record and evaluate the student's level of performance.

Evaluating student performance is fast and easy. EHR Tutor keeps student work organized and allows space for feedback that can be transferred to the student record.

The system includes a fully functioning grading feature that allows faculty to review and grade student work. EHR Tutor is real time, so faculty can review student information while in simulation, live. Faculty can also use our system to review student's clinical and homework assignments. Activities can be set to include a due date and prevent students from submitting late work. If needed, activities can always be reopened to allow for a late submission when necessary.

7. Describe the major features for faculty to evaluate the student's assessment, plans of care, and documentation.

The system includes a fully functioning grading feature that allows faculty to review and grade student work. EHR Tutor is real time, so faculty can review student information while in simulation, live. Faculty can also use our system to review student's clinical and homework assignments, *assessments, and care plans*. Grading can also be exported into a CSV file which you can then upload into a Learning Management System.

8. Describe the major features for faculty to develop teaching cases for on-line presentation and classroom instruction.

Faculty can create their own patients or create copies of our pre-built patients and edit them as they wish. Patients built can have as much or as little charting completed as faculty wish. Faculty can also build different Scenes that can be used in Unfolding Scenarios. Our Patient Summary is a great page to show and demonstrate in the classroom. This summarizes the patient's health records, including their Principal Problem, Patient Information (name, DOB, allergies, etc.), Vital Signs, Orders, and Lab Results.

9. Describe the major features for faculty to develop evidence-based practice content as on-line guidelines and instruction materials.

Our Patient Education library includes evidence-based guidelines and expert resources. All scenes and unfolding scenarios are developed with evidence-based guidelines. In addition, our pre-built patients, which faculty can edit, are also developed with evidence-based guidelines. Faculty can administer or re-purpose assignments. The instructions that faculty put into the Activity are available for students to reference, even when they are within a specific chart. Faculty can include weblinks to outside evidence-based practice content as well for students.

10. Describe the major features for faculty to register and create new patients in the system with detailed health histories including designation of allergies and problems supported with standard terminology.

Faculty can create their own patients with as much information as they like. This includes allergies, detailed health histories, orders, etc. Our patients are fully customizable, faculty will start with a blank slate that they can then input as much or as little information as they would like. Template patients never change, each time you add a patient to an activity a new copy is created for students preserving the template to be used in the future with new groups of students. Template patients can have detailed medical histories, including multiple days (or even weeks or months) of information such as Vital Signs, Labs, Notes, Assessments, etc.

11. Describe the major features for faculty and students to create individualized evidence-based plans of care for the patient.

Our patient charts include a blank Care Plan for students. Students can enter a diagnose/problems and they can enter their goals and interventions. They can follow the steps of the nursing process to also enter planning, interventions, evaluations, and their evidence-based references.

12. Describe the major features for the student to enter clinical information pertinent to the care of the case based on standard defined forms and review the outcomes of the case.

Students can create their own patients and easily submit clinical information through EHR Tutor. Our notes section allows for a free text space where students can review the outcomes of the case. Our Care Plans section allows for students to submit their care plans. Students can create a new patient for each week they are in Clinical.

13. Describe the extent to which the faculty user can configure or customize all fields, labels, forms, reports, input/output screens, formats, menus, etc.

Faculty can only input new information. To maintain our ease-of-use, we do not allow faculty to customize our flowsheets, only document new information in the sections we have built. Our labs section does allow for faculty to input their own new lab field, both the lab name and the lab value.

14. Describe what expert knowledge databases are provided with the system that provides latest evidence-based practice guidelines and drug interaction checking.

Our Patient Education section includes a library of evidence based and expert resources. While designed for patient handouts, this section includes articles on medications, procedures, diagnoses, and more. We also include web links to outside databases for guidelines and drug interactions.

15. Describe reference text capability that allows guidelines, levels of evidence, and links to other resources to be embedded behind any documentation field, problem, order or result.

We include references to the right of our flowsheets, especially in our Assessment. They will define medical terminology. Our labs section includes normal values to the right of each entry when entering new labs. We also include a library of handouts in our Patient Education section.

16. Describe how clinical decision-support is available for all disciplines with hypertext linking to the World Wide Web.

Many of our free text areas allow for hyperlinks. Our notes section allows faculty and students to hyperlink to any other website. Images, videos, and hypertext links can be added to any of our rich-text fields.

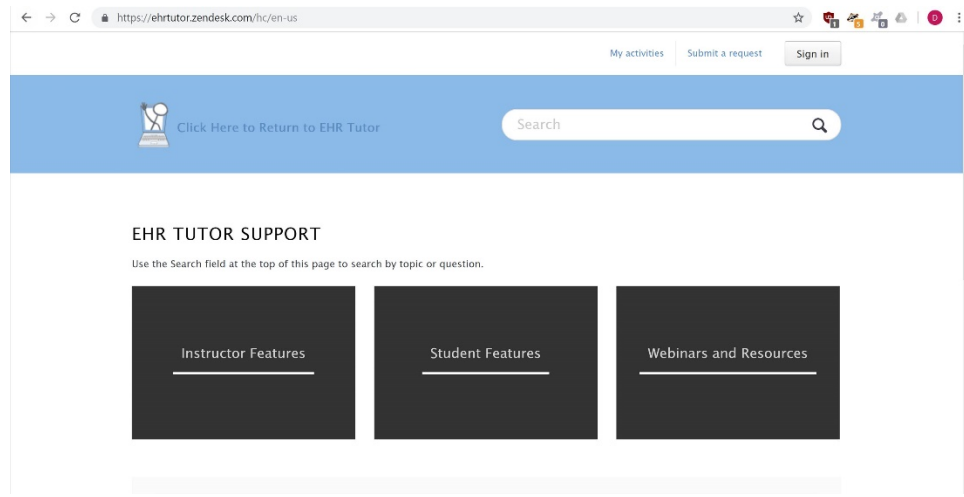
17. Describe the training options available to system users (*students and faculty*). Specify any associated costs in Section X Pricing Schedule.

ATI not only invests in highly educated and experienced experts to create and maintain our products, we also employ a team that is passionate about making sure those products get integrated seamlessly into a nursing program's curriculum to make faculty's jobs easier and make students learning more impactful.

The ATI Nursing Education team is dedicated to delivering the highest quality of customer care — and preparing the next generation of nurse leaders, ready to provide skilled and safe nursing care in a rapidly changing healthcare marketplace.

ATI's Service and Integration Team works alongside nursing faculty and administration to create a customized integration and training plan. Our team of nurse educators and product training specialist work with our partners both **in-person/on-site and virtually** to align our resources to your program outcomes, curriculum, and individual courses. From there we train faculty on best practices and ways to leverage our resources to help them support student outcomes. In addition, ATI provides free virtual training for all faculty.

In addition, overview and training videos are available for both Students and Faculty under the support tab.



As ATI has maintained since our inception, there is no additional cost associated with any service/integration resources.

18. Describe the sign-up process for students. Describe authentication options available. Specify any associated costs in Section X Pricing Schedule.

All students are responsible for creating their own user account. Students will be provided with detailed instructions on creating their account. Once the account is setup students will be enrolled in a specified cohort by entering a unique access code that ATI will provide JMU faculty to distribute to students. Advanced user authentication is maintained through secure login and password. There is no additional cost for this.

19. Describe the support options available through your company including on-going support of the application. Specify any associated cost in Section X Pricing Schedule.

ATI Clients receive ongoing support. Service is all about empowering you and your colleagues to get the most from your partnership with ATI Nursing Education. Support for faculty and students is also available via phone, live chat, and email. Our goal is to make all faculty confident and competent with ATI solutions from Day One. Here's how we make that happen.

Your ATI Team – Below is a list of the key roles that are assigned to your school to better meet all faculty's individual needs.

- **Client Executive** – Your main point of contact who will organize and coordinate all aspects of the client's needs and ensure all program goals and objectives are being met
- **Client Success Coordinator** - Tailors the resources you need to meet your student, faculty and program goals. Coordinates the integration plan and connects the client to other ATI personnel.
- **Product Training Specialist** - Skilled trainers who are experts with ATI products and

platform. Supports Faculty Orientation, ATI Champion training, ATI Academy, and training webinars. Delivers and tracks self-paced onboarding training plan to all nursing program faculty.

- **Integration Specialist (ISNE)** - Masters or doctoral prepared nurse educator who understands the challenges of nursing education. Supports the development of novice ATI users to expert ATI users over time. Chief collaborator for curriculum alignment, policy creation, and integration with ATI resources and active learning/teaching strategies.

Your Support TEAM will Deliver:

- **Operational Success Plan** - Your Client Executive and Client Success Coordinator will present a roadmap for successfully integrating ATI resources into your nursing program. The conversation will include an integration schedule, required participants, and estimated time commitments.
- **ATI Faculty Orientations / Training and Ongoing Support** - Includes creating your ATI faculty account and other system basics like website navigation, reporting, and Focused Review.
- **Integration Training** – We help put everything into practice. These sessions will implement the Curriculum Alignment and ensure faculty understand exactly how ATI resources support their courses and student success.

As ATI has maintained since our inception, there is no additional cost associated with any service/integration resources.

20. Describe and include any applicable licensing such as an application/solution license, SLA, maintenance agreement, etc.

ATI has no applicable licensing such as an application/solution license, SLA, or maintenance agreement.

21. Describe the escalation process that JMU will follow in the event that problems are discovered with applications and/or services after its launch.

The ATI customer support phone number is (800) 667-7531.

ATI provides customer service in the form of a two-tier system to handle all real-time student and faculty questions. This support is a live person that is located on premise at ATI. This support is available to all students and faculty M-F 7am-7pm CDT. ATI also allows for institutes to receive after-hour and weekend support if James Madison University is having a test on the weekends provided that they give a 2-week notice.

- Tier 1 – Our first tier of support comes from our in-house customer service team. They can assist students with issues such as compatibility issues or problems logging in.
- Tier 2 – If the customer service team is unable to resolve the issue the student and faculty will be directed to our Technical Support team that can assist them in any technical issue that they might come across.

For all customer service ATI has the option for live chat that lets James Madison University students and faculty members chat real-time with a member of the ATI customer service team, a preferred method for many institutes.

22. Describe typical implementation timeline. Specify any associated costs in Section X Pricing Schedule.

ATI not only invests in highly educated and experienced experts to create and maintain our products, we also employ a team that is passionate about making sure those products get integrated seamlessly into a nursing program's curriculum to make faculty's jobs easier and make students learning more impactful.

Our team of nurse educators and product training specialist work with our partners both **in-person/on-site and virtually** to align our resources to your program outcomes, curriculum, and individual courses.

ATI's Service and Integration Team works alongside nursing faculty and administration to create a customized integration and training plan. Initial integration can take as little as two weeks from the completion on the curriculum alignment. This curriculum alignment helps faculty see exactly what ATI tools are available for each course and how they can be used. From there we train faculty on best practices and ways to leverage our resources to help them support student outcomes.

Faculty will typically do a virtual training with our team and then begin using our system immediately. Most programs are able to get up and running with our system in as little as 1 -2 weeks.

23. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them. Describe services not available during scheduled maintenance.

ATI maintenance philosophy is that we take every step to ensure that our systems are up to date with minimal impact to our clients. ATI performs database maintenance bi-weekly on Sunday mornings from 00:00- 02:00 CDT. Normally this maintenance is performed hot, but occasionally downtime is needed. We provide 5 days' notice. Code deployments happen on Tuesdays and Thursdays, normally without downtime. If downtime is needed 5 days' notice will be provided.

24. Describe the application security features for data.

ATI will protect JMU data using layers of defenses and industry best practices. Below is a summary.

- All data is encrypted on our SAN and is behind best in class firewall and IPS devices.

- Access to applications, servers and databases is allowed only based on job role and must be approved.
- Our systems are monitored 24/7 by NOC and SOC teams using enterprise class monitoring tools.
- We have robust vulnerability management and patch management programs that ensure vulnerabilities are addressed.
- We do not copy any customer data to non-production environments.

25. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying data. Describe vendor and partner practices related to moving and copying data.

Identifiable student and school data is owned by James Madison University and ATI uses this data to provide its services. Data around each student's individual use of ATI resources, which may include academic performance, test results, individual scores, instructor feedback, personal learning behaviors, will be shared with the College and used by ATI to confirm each student's identity to ensure only authorized users are accessing ATI resources, to analyze and provide learning information to College instructors, to analyze for ATI's internal data analysis, to provide students with technical support and to generate reports and analytics for the student, the College and its instructors regarding the student's performance. ATI will also collect diagnostic, technical and general ATI product usage information that is gathered, de-identified and made anonymous to monitor user activity and engagement with ATI's sites, site volume and load and other general ATI product data. ATI will use this data to improve its resources, conduct analytics and provide anonymized metrics and analysis. ATI may share anonymized, de-identified data with its third-party partners in connection with the foregoing but will not share any identifiable data regarding students or the College.

Database Backup Schedule

Backup Database (Full Backup)	Weekly once
Backup Database (Differential)	Daily (Except on the day of full backup)
Backup Database (Transaction Log)	6 Weeks Full, 15 days Diffs, 3 days Trans Logs

26. Describe any exit strategies you offer.

Our focus on quality, innovation, and service has resulted in ATI maintaining a 98% retention rate with clients. However, ATI allows an exit strategy that best fits the needs of the client (faculty, administration, and students). ATI allows programs to implement an immediate stoppage of ATI resources for all cohorts or more gradual approach, where existing cohorts continue to use ATI, while incoming cohorts transition away. ATI allows clients to maintain accounts for data retrieval for up to three (3) years after discontinuing the partnership. Clients have the ability to export data into CSV transferable files. Students who have completed full payment of ATI resources will continue to have access to resources for at least one year after graduation.

27. Describe the payment process.

ATI has a dedicated Northeast Team of Client Account Managers (CAM) whose primary responsibility is ensuring that the payment process is seamless. ATI will first work with James Madison University to establish ordering/payment options, including cohort graduation dates, number of payments, and cohort semester start dates. Seven (7) days prior to the start of every semester, ATI will reach out via email to the predetermined James Madison contact for student enrollment for each cohort. ATI then invoices from this enrollment number. ATI allows a onetime adjustment to enrollment counts up to 14 days after the initial invoice date. This flexibility allows James Madison to account for student attrition. Shipment of any associated ATI materials ordered hereunder will occur within 3-5 business days after online access is provided.

All ATI invoices are due and payable net 30 calendar days from the invoice date. ATI also reserves the right to suspend online access and stop shipments in the event any payment is more than 30 calendar days overdue. Shipping and handling costs, as well as any tax owed by you, will be added to the purchase amount. ATI is aware that James Madison is tax exempt, so no taxes will be applied. ATI accepts various forms of payment, including credit card and does not charge any credit card processing fee.

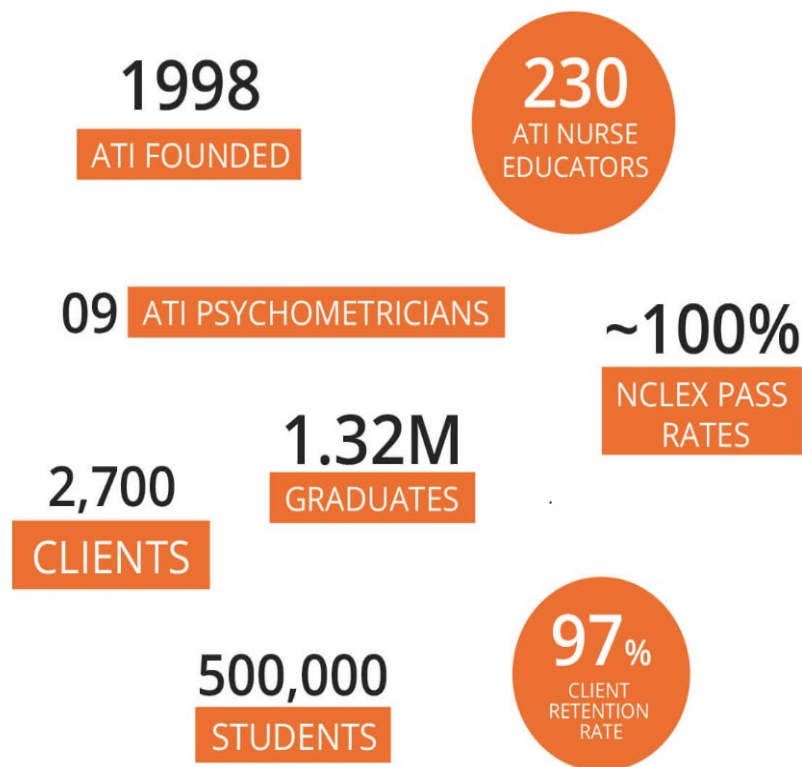
28. The JMU School of Nursing will require trial access of the proposed solution from select offerors. Selection for product trials will be at the sole discretion of the University and notification will be made to these offerors. Specify the process and implementation timeframe for the University to acquire access if your firm is selected for trial.

ATI allows trials at any time. Please allow forty-eight hours (48) hours for materials to be setup and instructions communicated. James Madison University is currently conducting a trial of EHR Tutor.

B. Comprehensive Assessment/Review Program:

1. Provide an executive summary of the proposed solution to include detail on the functionality/components that are included in the base resource along with detail on optional components/modules and their associated functionality.

Since 1998, ATI has provided nurse educators, deans, and directors with the best possible support and inventive product solutions to help nursing schools reach their goals. Working with more than 500,000 students yielding more than 1.32 million graduates, our NCLEX® pass rates have hit nearly 100%. Our 97% retention rate shows our dedication and commitment to our 2,700+ client partners.



ATI Nursing Education is the country's largest NCLEX preparation and curriculum support provider. ATI's product solutions are designed to work together, informing one another, reinforcing concepts and solidifying ideas. Our specialized approach to learning centers around critical thinking and remediation to deliver measurable results and exceptional service. ATI's Content Mastery Series Assessments prepare students by providing the information and remediation needed to pass the NCLEX® on the first Attempt.

LEARN - From eBooks to formative quizzes to video case studies, our tutorials provide the breadth and depth students need to become practice-ready nurses while appealing to all learning styles. **TEST** - Our 12-point test-writing process ensures the consistent delivery of high-quality, reliable test items.

IMPROVE - Product solutions like Focused Review® help students remediate, improve, and deepen their understanding of concepts and material. **APPLY** - Computer-based Case Studies provide students with the opportunity to improve their clinical reasoning skills by applying their knowledge and making decisions. **PREDICT** - We pride ourselves on the power of NCLEX prediction through our industry-leading product solutions like ATI Pulse™ and Comprehensive Predictor. **SUCCEED** - ATI product solutions are designed to work together to help students master core content, develop into practice-ready nurses, and succeed on the NCLEX

The ATI Student Home Page is organized using the same Methodology. Clearly labeled tabs organize materials for ease of use and access.

- **Achieve:** Online tutorial system to assist new nursing students with mastering test-taking skills, classroom skills and preparing for the clinical experience. There is a separate section to address the challenges of the student who is an English Language Learner (ELL) or ESL learner.
 - Study Skills
 - Classroom Skills
 - Test-Taking Skills
 - Preparing for Clinical Experiences
 - Challenges of ESL Students
- **Self-Assessment Inventory:** A tool to assist the new nursing student in identifying their own learning styles and understanding of the nursing profession
- **Critical Thinking Assessments:** Proctored assessments to compare baseline and end of program critical thinking capabilities.
- **Learning System 3.0:** Offers a Quiz Bank of practice questions that can be filtered to specific content areas. Testing Modes include: Standardized, Quiz by Category, and Adaptive.
- **Nurse Logic 2.0:** An online, media-rich, multisensory tutorial that teaches students to “think like a nurse.” It gives a formal introduction to critical thinking methods, the nursing process, priority setting frameworks, and test-taking strategy. This model illustrates how knowledge and clinical judgment, supported by concepts derived from the QSEN Competences and the Institute of Medicine (IOM) recommendations for nursing education, can prepare the student for academic and NCLEX® success. This robust and interactive tutorial introduces nursing students relevant to nursing practice, arms students with study and test taking skills, and introduces them to the NCLEX examination process. Faculty and students both will benefit from a wide array of case studies, applied learning examples, and learning resources that support student success throughout the curriculum.
 - Knowledge and Clinical Judgment
 - Nursing Concepts

- Priority Setting Framework
- Testing and Remediation
- **Content Mastery Assessments:**

The Content Mastery Series are a set of national normed proctored and practice assessments that provide essential data regarding a student's mastery of concepts in relation to specific nursing content areas. Content-specific assessments provide proficiency levels that measure a student's level of knowledge acquisition. NCLEX® readiness is measured with the RN Comprehensive Predictor®. These assessments provide students with direct feedback on their deficiencies. Faculty receives group reports that help to address areas of strength and room for improvement with regards to curriculum and teaching. Content areas include:

 - Fundamentals
 - Pharmacology
 - Leadership
 - Community Health
 - Nutrition
 - Adult Med-Surg
 - Body System Targeted Medical Surgical
 - Maternal Newborn
 - Nursing Care of Children
 - Mental Health
 - Comprehensive Predictor
- **Custom Assessment Builder:** Custom Assessment Builder (CAB) is a test bank of over 3,300 NCLEX style items that allow faculty to create their own assessments using ATI-created questions or individually created questions for practice and proctored assessments. All questions are identified via a variety of taxonomies such as Body System, QSEN, BSN Essentials, NLN Competencies, Nursing Process, etc.
- **Pulse:** The ATI Pulse model is designed to follow a nursing student throughout the duration of his or her academic career. During this progression through nursing school, the ATI Pulse model will provide individual students with a predicted probability of passing the NCLEX-RN/NCLEX-PN, associated risk categories, and highlight remediation needs. This document outlines several key features and considerations related to the ATI Pulse predictive model. To develop the Pulse model, ATI conducted an analysis of a limited set of students using ATI products. The analysis represented 47,545 students in 1,280 ADN and BSN programs. The ATI Pulse model provides a predicted probability of passing the NCLEX-RN that is based on a student's current and historic performance across several proctored ATI assessments. ATI Pulse serves as an early indicator of the student's performance on ATI's Comprehensive Predictor assessment, which in turn predicts the student's readiness for the NCLEX-RN.
- **RN Review Modules/eBooks:**

The ATI Hard Copy/eBooks provide students with the “need to know” nursing content that directly correlates back to the RN NCLEX Blueprint. The content is presented in consolidated and concise chapters, which allow the students to quickly remediate identified content. While the content in both the hard copy and eBook platform is the same, the eBook platform is designed to give the user a digital reading experience.

The platform includes interactive features such as student annotations, highlighting capabilities, bookmark placement, and digital quizzing formats with detailed feedback of results. The ATI eBook platform can be used in standard online browsers and “ATI Reader” mobile app formats. The ATI eBooks offer supplemental learning materials to be used in conjunction with other learning resources.

Review Module and eBook Content areas listed below:

- Community Health Nursing
 - Fundamentals for Nursing
 - Medical Surgical Nursing
 - Leadership and Management
 - Maternal Newborn Nursing
 - Mental Health Nursing
 - Nursing Care of Children
 - Nutrition for Nursing
 - Pharmacology for Nursing
- **Focused Review:** Remediation is a media-rich online study guide based on each student’s individual results on each content mastery assessment (either practice or proctored). The Review is also linked to the Review Modules.

Students create a Focused Review® to guide remediation along with each score report. Focused Review refers students to the Content Mastery Series Review Modules and Active Learning Templates to remediate content deficiencies. Comprehensive, evidence-based online Review Modules present essential core content related to nine content areas. Active links in the text take the student directly to an image, illustration, or video that relates to the content just addressed. A Media Index of these resources provides direct links to the media and is available for faculty use under integration resources. NCLEX-style items are presented at the end of each chapter with an Active Learning Template integrated into one item per chapter.

- **Video Case Studies:** Video Case Studies provide an interactive experience that engages students with high-quality videos that present client scenarios commonly encountered in clinical practice. These 50 video cases cover a broad range of concepts and can improve your classroom efficiency by allowing students to build a solid foundational understanding of those concepts before class. Our video cases are directly aligned to the Content Mastery Series® and are assigned a primary concept so you can best determine how to use the cases within your curriculum. These case studies transcend the traditional paper case study. Rather than simply reading a case study and answering questions in text format, students using the Video Case Studies build their communication skills by recording a video response and interacting with their peers.

NCLEX Prep:

- **Customized Live Review:** The Customized Live NCLEX Review is formatted based upon class performance on the Comprehensive Predictor, one of the final exams used within the Comprehensive Assessment and Review Program (CARP). This two or three-day live review is designed to improve competency on topics that need additional instruction. The review is highly interactive and is closely aligned with the NCLEX Test-Plan. Test-taking strategies, critical thinking and Q&A are presented. Upon completion of the review, students receive a customized, individual study plan to continue exam preparation.
 - Receive a copy of The Comprehensive NCLEX RN Review book (includes content, learning activities and 160 practice questions with rationales)
 - Review and apply test-taking strategies on NCLEX-style questions
 - Participate in an interactive review session with an expert nurse educator
 - Plan for continued study and review using individualized study plan
 - Build confidence for NCLEX success

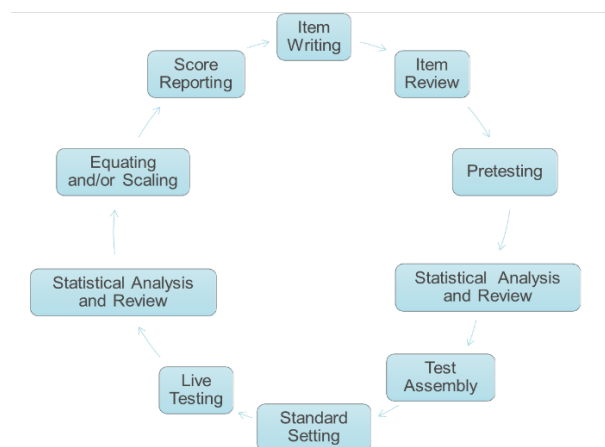
- **Board Vitals:** Board Vitals is an NCLEX® prep quiz bank that gives students relevant practice with more than 3,000 RN NCLEX-style questions. Offering repeated practice through customizable, comprehensive, and adaptive quizzes, Board Vitals can help students build confidence leading up to test day. Board Vitals also contains four (4) unique Computer Adaptive Tests (CAT) assessments, which provides students with a firsthand NCLEX experience.

Optional Component: Screen Based Case Studies

Real Life Clinical Reasoning Scenarios - provide students with the opportunity to practice clinical reasoning skills using branching logic. Students experience life-like clinical situations using video and other forms of rich media. Clinical decision points are integrated with video segments, requiring students to identify the response the nurse should make. Student choices direct the path of the experience so that each student experiences the consequences of their decisions. Detailed information is provided in question #6.

2. Describe the system’s ability to support a combination of substantive material and assessment driven review for the NCLEX (*National Council Licensure Examination*).

ATI’s product solutions are designed to work together, informing one another, reinforcing concepts and solidifying ideas. It’s not about measuring students against one another; it’s about providing the information and remediation students need to ultimately prepare and pass the NCLEX®. ATI has built a multi-tiered learning environment that provides students and faculty with reliable assessments and concise targeted remediation that allows for comprehensive coverage of the most current NCLEX detailed test plan and targeted engaging remediation. This approach allows faculty and students to focus time and resources towards improving weak areas, thus improving NCLEX outcomes. The Content Mastery Series (CMS) is a group of proctored and online practice assessments and review guidance. The Content Mastery Series Assessments provide essential data regarding a student’s mastery of concepts in relation to specific nursing content areas. CMS items go through a rigorous process that results in the creation of statistically valid, reliable items which become the foundation of NCLEX prep and prediction (see Attachment H).



The ATI Hard Copy/eBooks are comprised of the RN Review Module book content. This same content is also found in the ATI hardcover books and in the Focused Review remediation engine. The eBook platform is designed to give the user a digital reading experience. The platform includes interactive features such as student annotations, highlighting capabilities, bookmark placement, and digital quizzing formats with detailed feedback of results. The ATI eBook platform can be used in standard online browsers and “ATI Reader” mobile app formats. The ATI eBooks offer supplemental learning materials to be used in conjunction with other learning resources (see

Attachment G). The ATI eBook platform includes the following features:

- “ATI Reader” mobile app enabled for tablets and smart phones.
- Integration between browser and mobile app mechanisms
- Highlighting & Bookmarking content
- Student annotations and Font sizing
- Digital Active Learning Scenarios
- Digital end of chapter quizzes
- Units conform to one of six organizing principles for presenting the content.
 - Nursing concepts
 - Procedures (diagnostic and therapeutic)
 - Systems disorders
 - Growth and development
 - Medications
 - Complications of pregnancy
- Active Learning and Application Exercises (average of six per chapter) with answer key and rationales at the end of each chapter include NCLEX-style items to help students apply what they just learned.
- NCLEX Connections that are tied directly to the NCSBN client need categories and subcategories.
- QSEN Competencies

3. Describe the system’s ability to provide test prep bank questions (*both static and adaptive options*) for NCLEX preparation.

ATI’s Learning System 3.0 offers curriculum support to faculty by providing learning-enhanced quizzes to guide students’ mastery of nursing and nursing-related content. Alignment of quizzes to the curriculum allows instructors to assign quizzes that correspond with the content covered in the course. The use of learning-enhanced quizzes in Learning System 3.0 promotes student success throughout the nursing program and on the NCLEX® exam. Learning System 3.0 provides practice in content-specific areas, which allows students to identify their strengths and focus efforts on their areas of need. ATI is committed to increasing student confidence by providing students with experience answering NCLEX-style questions in a variety of quizzing formats. With Learning System 3.0, students can assess their knowledge through pre-set quizzes, build a customized quiz that focuses on specific categories, or test their category specific comprehension in an adaptive quizzing environment.

STATIC QUIZZES – The Learning System fixed form assessments test students’ knowledge in variety of content areas. These static quizzes are ideal for nursing students throughout the curriculum in a specific content area.

Content Areas Include:

- | | |
|---|------------------------------------|
| • Adult Medical Surgical | • Medical-Surgical: Dermatological |
| • Medical-Surgical: Neurosensory | • Communication |
| • Medical-Surgical: Respiratory | • Pharmacology |
| • Medical-Surgical: Cardiovascular & Hematology | • Gerontology |
| • Medical-Surgical: Gastrointestinal | • Fundamentals |
| • Medical-Surgical: Renal & Urinary | • Maternal Newborn |
| • Medical-Surgical: Musculoskeletal | • Nursing Care of Children |
| • Medical-Surgical: Endocrine | • Mental Health |
| • Medical-Surgical: Immune and Infectious | • Leadership |
| • Medical-Surgical: Oncology | |

- Community Health

Features:

- GLOSSARY: includes general and pharmacology terms
- CRITICAL THINKING GUIDE: supports the information in Nurse Logic® 2.0 relating to the ATI Helix of Success, knowledge/clinical judgment, priority-setting frameworks, and how to read quiz items critically
- PRODUCT HELP: walks users through navigating the student portal in a manner that brings clarity and ease of use
- HINT: instantly highlights key words in the stem of the item
- FLAG FOR REVIEW: allows students to return to quiz items they did not previously complete and answer them prior to completing the quiz
- QUIZ BY CATEGORY - Allows students and faculty the ability to customize a quiz by selecting from a list of topics. Selecting the number of items, review or timed mode, and the order in which items will display, are a few unique advantages to this feature. Instructors can use the “Send Exam” feature to build customized quizzes by content area and e-mail the assignment to their class. Instructors can also send a comprehensive, adaptive quiz that includes items from all content areas. Instructors can build and manage classes to create groups of students that they will frequently create assignments for. Classes also help expedite the exam building and sending process. Instructors can also view individual performance reports for each assignment they build and send to students. Reports provide information on student performance and completion.

ADAPTIVE QUIZZES – ATI’s Learning System adaptive quizzes adjust to a student’s performance and presents them with either easier or more challenging questions based on how they answered the previous question. Student’s knowledge can be assessed in as few as 75 questions or as many as 265 questions. When students reach their last question, the quiz will shut off and prompt the student to submit their quiz for grading.

Content Areas Include:

- Medical-Surgical
- Pharmacology
- Fundamentals
- Maternal Newborn
- Nursing Care of Children
- Mental Health
- Comprehensive (all content areas)

Features:

- NEXT: Progresses student to the next item; students cannot return to the previous question
- PAUSE AND RESUME LATER: Lets students pause the quiz and return to it later
- SHOW EXPLANATION: Allows the student to review the correct answer and rationales. Choosing to see the explanation in the adaptive exam will prevent the student from changing the answer to the question; even if unanswered.
- FLAG THIS QUESTION FOR LATER: Allows students to flag a question to review later
- RATE THIS QUESTION: Lets students rank each question from one to five stars, to rate the level of difficulty or relevance to the question bank

CUSTOMIZABLE QUIZZES: This feature allows students and faculty the ability to customize a quiz by selecting from a list of topics. Selecting the number of items, review or timed mode, and the order in which items will display, are a few unique advantages to this feature.

Content Areas Include:

- Communication
- Pharmacology
- Gerontology
- Fundamentals
- Maternal Newborn
- Nursing Care of Children
- Mental Health
- Leadership
- Community Health
- Nutrition
- Adult Medical-Surgical:
- Medical-Surgical: Cardiovascular & Hematology
- Medical-Surgical: Gastrointestinal
- Medical-Surgical: Renal & Urinary
- Medical-Surgical: Musculoskeletal
- Medical-Surgical: Endocrine
- Medical-Surgical: Immune and Infectious
- Medical-Surgical: Oncology
- Medical-Surgical: Dermatological

Features:

- Include items from specific content areas
- Determine the total number of items in the quiz
- Select whether items pull from all questions within the quiz bank, from unanswered questions only (previously sent questions will be excluded), or from previously flagged items
- Choose the order the questions are presented; either randomly, or by rating, to have higher rated questions appear first
- Build the quiz in review mode, where students can view rationales; or timed mode, where faculty can set a time limit for students to complete the quiz. Rationales are turned off in timed mode.

4. Describe the features and alignment for the comprehensive live NCLEX review.

The ATI NCLEX® Comprehensive Customized Live Review is an all-inclusive, live study session covering essential nursing content that aligns with the NCLEX Test-Plan. The master's or doctoral prepared nurse educator instructor leads an onsite, three (3) consecutive day review designed to prepare graduates to be successful on the NCLEX. The live reviews engaging, interactive format, reviews nursing content areas and includes test-taking strategies, critical thinking exercises and Q&A practice.

ATI's Comprehensive Customized Live NCLEX Review is formatted based upon class performance on the Comprehensive Predictor, one of the final exams used within the Comprehensive Assessment and Review Program. This three-day, on-site, live review is designed to improve competency on topics that need additional instruction. The review is highly interactive and is closely aligned with the NCLEX Test-Plan. Upon completion of the review, students receive a customized, individual study plan to continue exam preparation

Participants in the review are instructed by highly qualified educators who promote engagement, facilitate discussion and guide students to identify areas of mastery and content in need of additional review. Participants apply strategies to build confidence and their ability to correctly answer questions in the NCLEX format. All question formats currently used on the NCLEX are included in the live review. In addition, each review includes a learning activity with the specific focus of improving success with the multiple response question format.

Additional features include:

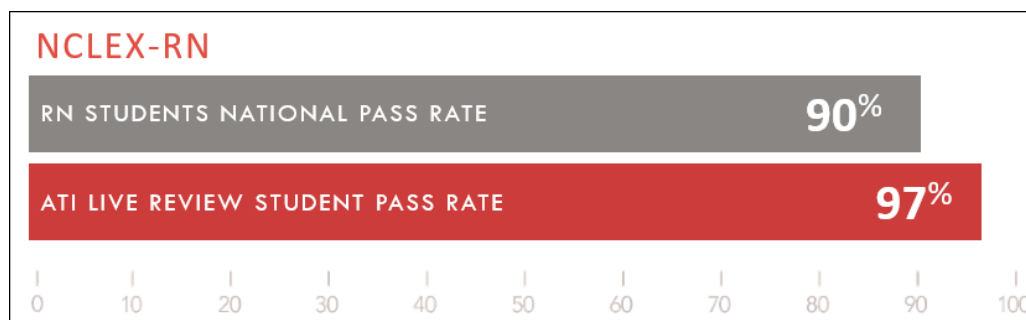
- Critical thinking and test-taking strategies, as well as delegation and prioritization, are incorporated.
- Online access to more than 500 new questions is provided, including alternate test item formats with detailed rationales.
- NCLEX TIPS, a printable resource guide for targeted instruction and strategies for passing NCLEX, is available.
- Interactive teaching strategies and games are used to make learning fun.
- Individualized study plans are developed for each attendee to use for final preparations before taking the NCLEX.
- Additional Content Assessments (7) are available to students after the live review is completed. These assessments are comprised of *completely unique items* that students have not seen before.
 - Fundamentals
 - Leadership/Community
 - Maternal/Newborn
 - Medical Surgical
 - Mental Health
 - Nursing Care of Children
 - Pharmacology

Sample Comprehensive Live Review Outline Review Topics

(10-minute breaks will be provided every hour; lunch from 12 p.m. to 1 p.m.)

- Day 1: 9 a.m. to 4 p.m. Test-Taking Strategies Leadership/Management (Coordinated Care) Pharmacology Test questions/NCLEX item review
- Day 2: 9 a.m. to 4 p.m. Fundamentals Medical/Surgical Test questions/NCLEX item review
- Day 3: 9 a.m. to 4 p.m. Mental Health Maternal Newborn Child Health Test questions/NCLEX item review Final Summary/Evaluations

Students that have completed an ATI Live Review have a 97% Pass Rate.



*All NCLEX pass rate data based on January 2018 - June 2018 NCLEX-RN test takers. National pass rates were obtained from the NCSBN website and are for first-time, US educated NCLEX-RN test takers.

Board Vitals (included w/ Live Review) is an NCLEX® prep quiz bank that gives students relevant practice with more than 3,000 RN NCLEX-style questions. Offering repeated practice through customizable quizzes and a comprehensive, adaptive quiz, Board Vitals helps students build confidence leading up to test day.

- Adaptive quizzes adjust to a student's performance and gives them either easier or more challenging questions based on how they answered the previous question. Students' knowledge can be assessed in as few as 75 questions or as many as 265 questions.

- Customizable Quizzes allow students to choose from all items within the bank, from unanswered questions, or from questions they've previously answered incorrectly.

Students can create quizzes in review mode, where they can review rationales, or timed mode, where they can set a time limit to complete the quiz. Rationales are turned off in timed mode.

Rich artwork, detailed rationales, and new practice connections help students link concepts to practice. Students can monitor progress and track against other ATI users.

5. Describe the program's ability to provide content mastery through remediation and adaptive assessment.

The Content Mastery Series (CMS) is a group of proctored and online practice assessments and review guidance. The Content Mastery Series Assessments provide essential data regarding a student's mastery of concepts in relation to specific nursing content areas, including a series of Targeted Medical Surgical tests that address individual body systems to provide formative evaluation of content prior to the final medical surgical course. Content-specific assessments provide *proficiency levels* that measure a student's level of knowledge acquisition (*Attachment I*).

Both students and faculty can generate a score report after each assessment. Below is a sample of topics to review which drill down to the content the student missed as well as the ATI Review Module chapter that the student can find the correct answer. The ATI Review Module chapters are 5 to 6 pages in length and consist of the "need to know" information related to that NCLEX task/topic.

Topics To Review

Laboratory Values (3 items)

- Hemodialysis: Interpreting Laboratory Values (RM AMS RN 7.1 Chp 42)
- Preoperative Nursing: Interpreting Laboratory Values (RM AMS RN 7.1 Chp 126)

Potential for Alterations in Body Systems (4 items)

- Diabetes Management: Evaluating Client Teaching Regarding Foot Care (RM AMS RN 7.1 Chp 59)
- Pressure Ulcers: Risk Assessment (RM AMS RN 7.1 Chp 111)

Potential for Complications of Diagnostic Tests/Treatments/Procedures (4 items)

- Bypass Grafts: Cardiac Tamponade (RM AMS RN 7.1 Chp 24)
- Cancer: Managing Adverse Effects of Treatment (RM AMS RN 7.1 Chp 108)
- Thoracentesis: Intervening for Postprocedure Complications (RM AMS RN 7.1 Chp 8)

System Specific Assessment (3 items)

- Bypass Grafts: Femoral Aneurysm Complications (RM AMS RN 7.1 Chp 24)

Therapeutic Procedures (6 items)

- Asthma: Client Education on Dry Powder Inhaler (RM AMS RN 7.1 Chp 11)
- Chest Tube Monitoring: Intervening for Unsafe Practice (RM AMS RN 7.1 Chp 11)
- Paracentesis: Appropriate Client Teaching (RM AMS RN 7.1 Chp 63)
- Peritoneal Dialysis: Nursing Management (RM AMS RN 7.1 Chp 42)
- Tracheostomy: Evaluating Home Care (RM AMS RN 7.1 Chp 9)

This is the customized remediation guide you can follow this outline to address potential needs

This is the specific question topic that was missed and the location in the Medical-Surgical Review Module.

RN Review Modules/eBooks:

The ATI Hard Copy/eBooks provide students with the "need to know" nursing content that directly correlates back to the RN NCLEX Blueprint. The content is presented in consolidated and concise chapters, which allow the students to quickly remediate identified content. While the content in both the hard copy and eBook platform is the same, the eBook platform is designed to give the user a digital reading experience.

The platform includes interactive features such as student annotations, highlighting capabilities, bookmark placement, and digital quizzing formats with detailed feedback of results. The ATI eBook platform can be used in standard online browsers and “ATI Reader” mobile app formats. The ATI eBooks offer supplemental learning materials to be used in conjunction with other learning resources. ATI Review Modules present essential, core content related to the following nine content areas:

- Community Health Nursing
- Fundamentals for Nursing
- Medical Surgical Nursing
- Leadership and Management
- Maternal Newborn Nursing
- Mental Health Nursing
- Nursing Care of Children
- Nutrition for Nursing
- Pharmacology for Nursing

ATI Focused Review 2.0: The focused review drives the post Content Mastery Series (CMS) assessment remediation experience for students. This personalized learning experience uses student performance on the Content Mastery Series practice and proctored assessments to drive focused student learning. If the student has completed a CMS practice assessment, ATI Focused Review automatically assesses student learning gaps and generates a personalized learning experience. ATI Focused Review provides ATI Review Module content in an eBook experience while highlighting the specific elements of content that a student should review. The forms of content include text, image, sound, and video. Once the student has completed their first round of remediation, they can take a follow up quiz with questions based on their gaps in knowledge. Upon completion of the quiz, the student can review their knowledge gaps and study updated eBook content. (see Attachment H.1)

Features:

- All Review Module eBook features, including annotations, highlighting, and bookmark features, which allow students to uniquely focus their studies.
- ATI Reader eBook mobile app.
- If a student has used ATI Focused Review, eBooks, and/or ATI Reader mobile app, their activities will be saved within the platform. This means a student can see their activities from multiple interaction points without having to duplicate their efforts.
- CMS Practice Assessment Route:
 - Content organized by student knowledge gaps that are atomized and highlighted within the eBook chapters.
 - Post-study quiz questions that are based on specific student knowledge gaps.
 - Post-quiz content organized by student knowledge gaps that are atomized and highlighted within the eBook chapters.
- CMS Proctored Assessment Route:
 - Content organized at a chapter level in the eBooks
- Student level reporting that provides analytics on time spent and quiz performance. Students can also create a Focused Review® to guide remediation along with each score report. Active links in the text take the student directly to an image, illustration, or video that relates to the content just addressed.
- Faculty level reporting that provides analytics on time spent and quiz performance. A Media Index of these resources provides direct links to the media and is available for faculty.

The screenshot shows the ATI Nursing Education interface for the 'Focused Review: RN Comprehensive Online Practice 2013 A'. On the left is a 'TABLE OF CONTENTS' with a 'Collapse All' button. The selected item is 'Managing Client Care: Appropriate Delegation of Tasks (Basic Concept, RM L and M 6.0 Chp 1)'. The main content area displays 'NCLEX® CONNECTIONS chapter 1' titled 'Managing Client Care'. It lists topics such as Leadership and Management, Critical Thinking, Assigning, Delegating, and Supervising, Staff Education, Quality Improvement, Performance Appraisal, Peer Review, and Disciplinary Action, Conflict Resolution, and Resource Management. Below this, a section titled 'NCLEX® CONNECTIONS' provides a reminder to review relevant sections of the NCLEX® outline. A 'Client Needs: Management of Care' section lists relevant topics/tasks including Case Management, Plan safe, cost effective care for the client, Concepts of Management, Manage conflict among clients and health care staff, Delegation, Evaluate delegated tasks to ensure correct completion of activities, Establishing Priorities, Apply knowledge of pathophysiology when establishing priorities for interventions with multiple clients, Performance improvement, Participate in performance improvement/quality assurance processes, Supervision, and Evaluate the effectiveness of staff member's time management skills.

Active Learning Templates - are Concept Maps designed to guide students in the learning and review of nursing knowledge. Each section of the active learning templates is labeled and indicates the type of information that should be added. The templates can be completed by placing text directly into the document. The Active Learning Templates may be used as a classroom or clinical assignment and provide opportunities for multiple types of instructional strategies. Editable boxes in PDF allows student to type directly into template Editable boxes are labeled to indicate type of information required. There are seven types of Active Learning Templates available (see Attachment J)

- Basic Concept
- Diagnostic Procedure
- Growth & Development
- Medication
- Nursing Skill
- System Disorder
- Therapeutic Procedure

ATI's Learning System 3.0 offers curriculum support to faculty by providing learning-enhanced quizzes to guide students' mastery of nursing and nursing-related content. Alignment of quizzes to the curriculum allows instructors to assign quizzes that correspond with the content covered in the course. The use of learning-enhanced quizzes in Learning System 3.0 promotes student success throughout the nursing program and on the NCLEX® exam. Learning System 3.0 provides practice in content-specific areas, which allows students to identify their strengths and focus efforts on their areas of need. ATI is committed to increasing student confidence by providing students with experience answering NCLEX-

style questions in a variety of quizzing formats. With Learning System 3.0, students can assess their knowledge through pre-set quizzes, build a customized quiz that focuses on specific categories, or test their category specific comprehension in an adaptive quizzing environment.

ADAPTIVE QUIZZES - Adjust to a student's performance and presents them with either easier or more challenging questions based on how they answered the previous question.

- Medical-Surgical
- Pharmacology
- Fundamentals
- Maternal Newborn
- Nursing Care of Children
- Mental Health
- Comprehensive Across all Content Areas

Features:

- Student's knowledge can be assessed in as few as 75 questions or as many as 265 questions. When students reach their last question, the quiz will shut off and prompt the student to submit their quiz for grading.
- Feature buttons for adaptive quizzes:
 - NEXT: Progresses student to the next item; students cannot return to the previous question
 - PAUSE AND RESUME LATER: Lets students pause the quiz and return to it later
 - SHOW EXPLANATION: Allows the student to review the correct answer and rationales. Choosing to see the explanation in the adaptive exam will prevent the student from changing the answer to the question; even if unanswered.
 - FLAG THIS QUESTION FOR LATER: Allows students to flag a question to review later
 - RATE THIS QUESTION: Lets students rank each question from one to five stars, to rate the level of difficulty or relevance to the question bank

6. Describe the programs ability to provide case study scenarios (*both written and virtual*).

Video Case Studies: Video Case Studies provide an interactive experience that engages students with high-quality videos that present client scenarios commonly encountered in clinical practice. These 50 video cases cover a broad range of concepts and can improve your classroom efficiency by allowing students to build a solid foundational understanding of those concepts before class. Our video cases are directly aligned to the Content Mastery Series® and are assigned a primary concept so you can best determine how to use the cases within your curriculum. These case studies transcend the traditional paper case study. Rather than simply reading a case study and answering questions in text format, students using the Video Case Studies build their communication skills by recording a video response and interacting with their peers.

- **LEARN BY DOING** Your students become engaged by immersing themselves into each video scenario, then providing individual responses as if they were in an actual clinical setting.
- **LEARN FROM PEERS** Your students will learn by sharing their own responses and by reviewing, critiquing, and discussing their peers' responses as well.

- **LEARN FROM EXPERTS** In addition to learning from their peers, your students will watch expert responses that can be used to spark classroom discussions and facilitate engaging conversations. Video Case Studies may be used as a flipped classroom tool or supplemental curriculum to help students apply their knowledge.

Real Life Clinical Reasoning Scenarios (OPTIONAL): Unfolding online clinical scenarios for Critical Thinking/Clinical Judgment using branching logic. Students must make decisions based upon information provided and deal with the consequences of that decision going forward. This is an excellent adjunct and preparation for the clinical experience and/or a strong supplement to clinical rotation. Modules and sub-modules listed below.

Real Life RN Maternal Newborn <ul style="list-style-type: none"> • Preterm Labor • Gestational Diabetes • Postpartum Hemorrhage • Pre-eclampsia Thermoregulation, Care of a newborn	Real Life RN Nursing Care of Children <ul style="list-style-type: none"> • Gastroenteritis/Dehydration • Diabetes Mellitus • Cystic Fibrosis (In-Patient) • Cystic Fibrosis (Out-Patient) Growth & Development/Nutrition Immunizations
Real Life RN Mental Health <ul style="list-style-type: none"> • Alcohol Abuse • Anxiety Disorder • Mood Disorder • Schizophrenia 	Real Life RN Medical Surgical <ul style="list-style-type: none"> • Clostridium Difficile (C-Diff) • Gastrointestinal Bleeding • Urinary Tract Infection • Renal Failure • Chronic Obstructive Pulmonary Disease (COPD)

Types of Lesson Plans:

- *Clinical Day Replacement* is useful when you must find ways to provide clinical experiences for your students but lack adequate clinical placements. Real Life insures that your students are exposed to clients with declining status, experiencing real emergencies. It will require students to reason their way through complex clinical situations they would most likely not encounter in a clinical environment.
- *Flipped Classroom* is useful for faculty who want students to actively participate in their learning during traditional lecture time. This class can be conducted in a lecture hall using this lesson plan.
- *Small Group* is useful for clinical post-conference, clinical makeup day, tutoring sessions, or as an activity for students waiting to go into the high-fidelity simulation lab.

All the lesson plans tell you:

- What resources you'll need to conduct the lesson.
- Objectives for the lesson.
- What students will be expected to do to prepare for the in-class lesson.
- What activities to have students engage in during class and the timing of those activities.
- What to evaluate for the lesson.
- Additional resources for that lesson.

7. Describe how the program provides individualized data to support NCLEX success.

ATI provides individualized data to support NCLEX success due to the quality of the RN Content Mastery Series

content specifications, which are directly based on those of the NCLEX-RN test plan. Like items on the NCLEX-RN assessment, each item on the RN CMS 2016 tests is written to assess mastery of one of the more than 500 nursing job tasks on the NCLEX-RN detailed test plan. Each of these tasks falls under one of the major Client Needs categories. Since ATI covers all the 500 nursing job tasks that fall under the NCLEX detailed blueprint, the individual and group data provided specifically identifies content that students are weak in and need to improve to ensure NCLEX success.

ATI provides two ways to interpret the RN CMS 2016 assessment test scores. Norm-referenced data provide examinees and institutions with the ability to compare their score with others taking the exam nationwide. ATI provides normative data for the RN CMS 2016 assessments on the score reports—namely, means and percentile ranks. Criterion-referenced data provide examinees with the ability to compare their performance with the actual test objectives and not with others who have taken the exam. The ATI Proficiency levels (as discussed earlier in this section) are an example of a criterion referenced interpretation of a test score.

TYPES OF REPORTS

- Group Reports (see Attachment L)
 - Standard report based on the group of students that have taken a specific assessment
- Individual Reports (see Attachment M)
 - Provide a list of all students that took a specific assessment
 - Present a detailed individual report for any or all students under an assessment ID
- Combined Group/Individual Reports
 - Provides individual reports followed by a group report for an assessment
- Longitudinal Reports
 - Compare assessment results of two or more groups of students
- Individual Transcript
 - Combined report of all the assessments (proctored and online practice) for one or more students
- Outcomes
 - Foundational Thinking
 - Clinical Judgment/Critical Thinking
 - Priority Setting
 - Nursing Process
 - Assessment/Data Collection
 - Analysis/Diagnosis (RN)
 - Planning
 - Implementation/Therapeutic Nursing Interventions
 - Evaluation
 - NCLEX Content/Clinical Areas
 - Medical Surgical
 - Maternal Newborn
 - Nursing Care of Children
 - Mental Health
 - Fundamentals
 - Pharmacology
 - Community Health
 - Leadership
 - Nutrition
 - QSEN Competencies
 - BSN Essentials

- Pulse: NCLEX Prediction:** The ATI Pulse model is designed to follow a nursing student throughout the duration of his or her academic career. During this progression through nursing school, the ATI Pulse model will provide individual students with a predicted probability of passing the NCLEX-RN, associated risk categories, and highlight remediation needs. To develop the Pulse model, ATI conducted an analysis of a limited set of students using ATI products. The analysis represented 47,545 students in 1,280 ADN and BSN programs and 29,057 students in 894 PN program. The ATI Pulse model provides a predicted probability of passing the NCLEX-RN that is based on a student's current and historic performance across several proctored ATI assessments. The Pulse Educator Implementation Guide (see Attachment N) outlines several key features and considerations related to the ATI Pulse predictive model.

With ATI Pulse, programs can:

- Identify at risk students early in the education process, realign curriculum, and optimize the success of their program.
- Monitor student and class preparation efforts with detailed usage views of ATI practice exams and support materials.
- Compare program performance with current students, historical cohort class data, and national NCLEX data
- Experience less student attrition and more predictable student outcomes

Welcome Pulse Instructor (Instructor). If you are not Pulse Instructor, click [here](#)

zzPulse Test 1 ADN

Graduation Year

2015

Class

All

Print

STUDENT SEARCH

Pulse: Probability of Passing NCLEX-RN®

of students
 ■ On Track ■ Needs Improvement ■ At Risk
 90% - 99% 80% - 89% < 79%

Class: 0515 Class1C				
97%	DETAILS	3 Students >	3	STUDENTS
Class: 0515 Class 1D				
64%	DETAILS	3 Students >	1 2	STUDENTS
Class: 0515 Class 1E				
37%	DETAILS	4 Students >	2 2	STUDENTS

Students at Risk

Student	Class	Probability of Passing NCLEX®	Trending	Student Usage
Air1E Pulse	0515 Class 1E	37%	↓	76% Usage
Fork1D Pulse	0515 Class 1D	53%	↔	0% Usage
Knife1D Pulse	0515 Class 1D	56%	↔	0% Usage
Earth1E Pulse	0515 Class 1E	62%	↓	84% Usage

Showing 1 to 4 of 4 entries

8. Describe the program ability to accommodate a custom content mid-curricular assessment.

ATI provides a **Customer Assessment Builder (CAB)** that allows instructors to create their own assessments using the more than 3,300 ATI-created questions for practice and proctored assessments. All questions are identified via a variety of taxonomies, such as Body System, Thinking Skills, ACEN Competencies, Priority Setting, Concepts, etc. Topics to review are available for all ATI items, which allows students to remediate. *The questions included in CAB are unique and NOT found elsewhere within the ATI bundle.* Instructors are also able to add outside questions into the CAB platform as needed. Instructors can get item performance reports, including KR20, to help analyze item performance. Below is an example of a report.

Item Types Include:

- Multiple Choice
- Multiple Response
- Fill-in-the-blank Alpha
- Fill-in-the-blank Numeric

Group Performance Profile ** 2005Q Final Exam Fall 2018 - 1780



Question Analysis

** 2005Q Final Exam Fall 2018 - 1780

QUESTION	SOURCE	QUESTION TYPE	ANSWER OPTION	KEY / DISTRACTOR	% SELECTED	DISCRM.
A nurse is assessing a client who has a new diagnosis of anorexia nervosa. Which of the following findings should the nurse expect?	Educator	Multiple Choice	Bradycardia	Key	77.3%	0.31
			Hyperactive bowel sounds	Distractor	4.5%	-0.41
			Dental erosion	Distractor	4.5%	-0.30
			Hypertension	Distractor	13.6%	0.06
A 5-year-old child returns to the pediatric unit following a cardiac catheterization using the right femoral vein. The child has a thick elastoplast dressing. Which assessment finding requires immediate action by the nurse?	Educator	Multiple Choice	The pedal pulse of the right leg isn't detectable.	Key	90.9%	-0.25
			The leg used for the catheter insertion is slightly paler than the other leg.	Distractor	0.0%	N/A
			One leg is slightly cooler than the other leg.	Distractor	0.0%	N/A
			A small amount of bright red blood is seen on the dressing.	Distractor	9.1%	0.25

INTERPRETING STATISTICS FOR THE KEY*

Percent selected	Discrimination		
	-1.0 to 0.10	0.11 to 0.29	0.30 and higher
0% to 29% Difficult	Revise item: Key is difficult and has poor discrimination.	Consider revision: Key is difficult and has fair discrimination.	Keep item: Key is difficult and has good discrimination.
30% to 80% Average	Revise item: Key is of average difficulty and has poor discrimination.	Consider revision: Key is of average difficulty and has fair discrimination.	Keep item: Key is of average difficulty and has good discrimination.
81% to 100% Easy	Revise item: Key is easy and has poor discrimination.	Consider revision: Key is easy and has fair discrimination.	Keep item: Key is easy and has good discrimination.

INTERPRETING STATISTICS FOR THE DISTRACTORS*

Percent selected	Negative discrimination	Positive discrimination
Less than 10%	Consider revision: Distractor is not plausible and has a tendency to be selected by low ability students.	Revise item: Distractor is not plausible and has a tendency to be selected by high ability students.
10% to 40%	Keep item: A sufficient number of students are selecting this distractor, and the students who select it tend to be of low ability.	Revise item: A sufficient number of students are selecting this distractor, but the students who select it tend to be of high ability.
Greater than 40%	Consider revision: Distractor may be partially correct and has a tendency to be selected by low ability students.	Revise item: Distractor may be partially correct and has a tendency to be selected by high ability students.

Recommended Range

KR-20 (KUDER-RICHARDSON 20)*

< 0.50	Assessment has poor reliability and should be revised.
0.50 to 0.70	Reliability for this assessment is lower than the targeted range but could be considered acceptable if the test is short (<10 items).
0.70 to 1.0	Assessment has good reliability.

9. Describe the training options available to system users (*students and faculty*). Specify any associated costs in Section X Pricing Schedule.

ATI not only invests in highly educated and experienced experts to create and maintain our products, we also employ a team that is passionate about making sure those products get integrated seamlessly into a nursing program's curriculum to make faculty's jobs easier and make students learning more impactful. The ATI Nursing Education team is dedicated to delivering the highest quality of customer care — and preparing the next generation of nurse leaders, ready to provide skilled and safe nursing care in a rapidly changing healthcare marketplace.

ATI's Service and Integration Team works alongside nursing faculty and administration to create a customized integration and training plan. Our team of nurse educators and product training specialist work with our partners both **in-person/on-site and virtually** to align our resources to your program outcomes, curriculum, and individual courses. This curriculum alignment (see Attachment O) helps faculty see exactly what ATI tools are available for each course and how they can be used. From there we train faculty on best practices and ways to leverage our resources to help them support student outcomes.

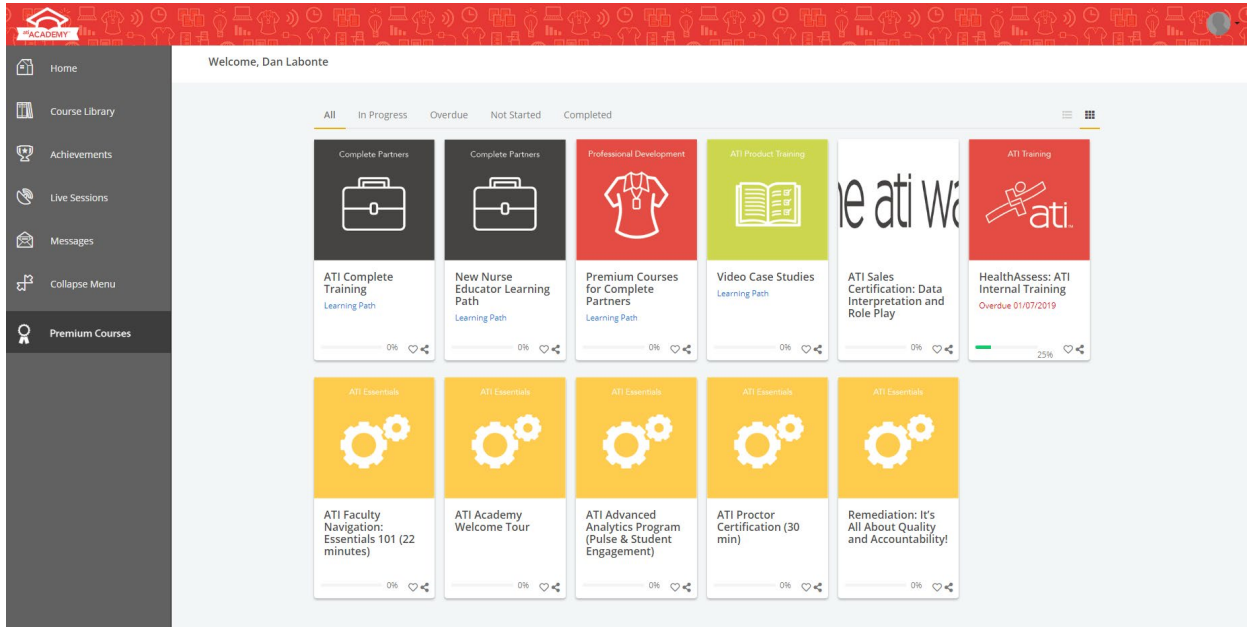


ATI Integration / Service Plan

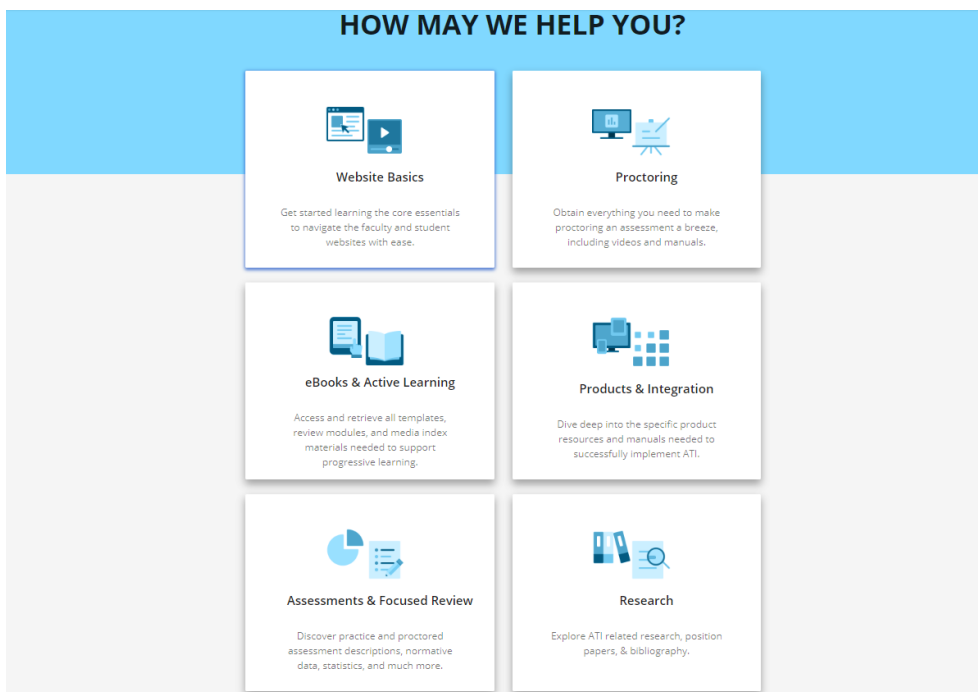
Activity	Approximate Timing	Purpose of Activity / Meeting	ATI Facilitators	Required Attendees	Estimated Time Commitment
ATI Policy	Initial Integration	<ul style="list-style-type: none"> Formalize and Implement the policy that governs the use of ATI products and tools to evaluate student performance Communicate policy to all faculty Policy support provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Policy Decision Makers	1 hour Virtual
Completion of ATI Plan Faculty Orientation Series	Initial Integration	<ul style="list-style-type: none"> ATI account creation and ATI Academy Faculty Orientation Series course completion Courses include: Website Navigation, Reporting, and Focused Review Account creation and product support provided by ATI Product Training Specialist 	NA: Self-Paced	Faculty	1 hour Self-Paced
Curriculum Alignment Delivery	Initial Integration	<ul style="list-style-type: none"> ATI to deliver alignment of ATI products to client curriculum Discuss integration into syllabi at a course level Curriculum alignment support provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Administration/Leadership	1 hour Virtual
Implementation Workshop	After completion of Faculty Orientation Series	<ul style="list-style-type: none"> On-Site training workshop focusing on the integration and implementation of ATI tools and resources Develop strategies to combat common obstacles faced by faculty and students Integration of Curriculum Alignment Implementation Workshop provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Faculty	4 hours On-Site
ATI Champion Virtual Training	1 st – 3 rd Month	<ul style="list-style-type: none"> Series of 5 Virtual training sessions over a 90-day period ATI Champion training and support provided by ATI Product Training Specialist 	Product Training Specialist	ATI Champion(s)	Sessions Range: 30mins – 2hrs Virtual
Continued Support	Continuous	<ul style="list-style-type: none"> Continuous support provided by ATI Service Team To request support, please contact your ATI Client Executive, 	ATI Nurse Educators & Product Training Specialist	TBD based on needed support	TBD based on needed support

Faculty: The ATI Academy – Bringing you today's hottest topics, professional development, tutorials, trainings, and tips to get the most from your ATI toolkit. ATI Academy is your #1 source for faculty development. ATI Academy brings you and your faculty an array of tools with everything from live and on-demand continuing nursing education courses (with contact hours) to how-to videos for using ATI products to trainings and educator-led tutorials for integrating and getting the most out of your ATI solutions. All courses in ATI Academy fall into one of four categories: ATI Essentials, ATI Product Training, Professional Development, and ATI Champions. ATI Essentials courses deliver the most essential knowledge for navigating, using, and exercising best practices for your ATI toolkit, including policy creation and best practices, test security, proctoring best practices, and more.

- ATI Product Training courses guide users through more in-depth integration of ATI solutions into program curricula to better ensure educators are maximizing their tools. Learning paths for specific ATI products, like Nurse Logic®, include a Product Overview course, an Integration Tutorial course, and in some cases additional Special Topics courses that relate closely to this product.



Educator Implementation Guides - EIG's are available to faculty for all ATI resources. These guides provide resource descriptions, features, content outline, implementation strategies, technical requirements, and references.



Students – Getting started with ATI: Student orientation products include the ATI Plan 2.0 – A series consists of seven short orientation videos designed to help students better understand everything from basic website navigation to deeper insight into the variety of resources they will have access to throughout the nursing program. These videos also inform students on several ways to contact ATI customer service for additional support. As with all ATI resources, students will continue to have access for future reference, if needed. In addition to the ATI Plan 2.0 training series students also have a “HELP” tab located within their student User Account.

This tab contains helpful Tips, FAQ’s, Technical Requirements, and a series of short “How To” videos. Students can also Call, Email, or Live Chat with an ATI representative

A Chat Icon is available on every page:



There is no additional cost associated with any service/integration resources.

10. Describe the support options available through your company including on-going support of the application. Specify any associated costs in Section X Pricing Schedule.

ATI Clients receive ongoing support. Service is all about empowering you and your colleagues to get the most from your partnership with ATI Nursing Education. Support for faculty and students is also available via phone, live chat, and email. Our goal is to make all faculty confident and competent with ATI solutions from Day One. Here’s how we make that happen.

Your ATI Team – Below is a list of the key roles that are assigned to your school to better meet all faculty’s individual needs.

- **Client Executive** – Your main point of contact who will organize and coordinate all aspects of the clients needs and ensure all program goals and objectives are being met
- **Client Success Coordinator** - Tailors the resources you need to meet your student, faculty and program goals. Coordinates the integration plan and connects the client to other ATI personnel.

- **Product Training Specialist** - Skilled trainers who are experts with ATI products and platform. Supports Faculty Orientation, ATI Champion training, ATI Academy, and training webinars. Delivers and tracks self-paced onboarding training plan to all nursing program faculty.
- **Integration Specialist (ISNE)** - Masters or doctoral prepared nurse educator who understands the challenges of nursing education. Supports the development of novice ATI users to expert ATI users over time. Chief collaborator for curriculum alignment, policy creation, and integration with ATI resources and active learning/teaching strategies.

Your Support TEAM will Deliver:

- **Operational Success Plan** - Your Client Executive and Client Success Coordinator will present a roadmap for successfully integrating ATI resources into your nursing program. The conversation will include an integration schedule, required participants, and estimated time commitments.
- **ATI Faculty Orientations / Training and Ongoing Support** - Includes creating your ATI faculty account and other system basics like website navigation, reporting, and Focused Review.
- **Curriculum Alignment** - A collaboration between faculty/administrator and ATI nurse educators, this document demonstrates how your ATI resources support learning objectives at the course and program level.
- **Integration Training** – We help put everything into practice. These sessions will implement the Curriculum Alignment and ensure faculty understand exactly how ATI resources support their courses and student success.
- **Data Review** – Whether it's reviewing a single assessments group report, or trending outcome data over time. Your ATI Team will support you with running the data, interpreting the data, and ongoing implementation strategies to impact outcomes that may need improvement.

ATI Project Team - James Madison University (JMU)		
Name	Title	Job Description
Dan Labonte	Sales Director	Sales Leader for the Northeast Region that manages the sales and support team.
Meredith Jones	Client Executive	Primary contact for JMU that helps coordinate the resources that serve the school.
Dana Ball	Client Account Manager (CAM)	Your CAM is responsible for establishing and maintaining your account across all ATI Nursing products and solutions. The CAM ensures accurate billing and provides account support from payments to cohort updates and beyond.
Janet Kane	Integration Specialist Nurse Educator (ISNE)	Experienced, degreed Nurse Educators provide expert guidance on best practice utilization/integration of ATI solutions, recommend active teaching-learning strategies and collaborate with all Clients to ensure a fair and equitable ATI policy is in place to drive student and faculty usage.
Jason Chitester	Client Success Coordinator (CSC)	Each partner is assigned a Client Success Coordinator who will work with you to tailor the resources you need to meet your student, faculty and program goals. Their proactive service approach delivers guidance, expertise and, upon request, extensive data analytics. They also coordinate your integration, implementation and overall service. The CSC works closely with the Integration Nurse Educators and Product Training Specialists as well as other members of the Service team.
Jennier Knipp	Product Training Specialist (PTS)	This team member offers a multi-phased approach to onboarding and many convenient opportunities for faculty to train on ATI resources. Product Training Specialists also oversee your ATI Champion training sessions.

There is no additional cost associated with any service/integration resources

11. Describe and include any applicable licensing such as an application/solution license, SLA, maintenance agreement, etc.

ATI has no applicable licensing such as an application/solution license, SLA, or maintenance agreement.

12. Describe the escalation process that JMU will follow in the event that problems are discovered with applications and/or services after its launch.

The ATI customer support phone number is (800) 667-7531.

ATI provides customer service in the form of a two-tier system to handle all real-time student and faculty questions. This support is a live person that is located on premise at ATI. This support is available to all students and faculty M-F 7am-7pm CDT. ATI also allows for institutes to receive after-hour and weekend support if James Madison University is having a test on the weekends provided that they give a 2-week notice.

- Tier 1 – Our first tier of support comes from our in-house customer service team. They can assist students with issues such as compatibility issues or problems logging in.
- Tier 2 – If the customer service team is unable to resolve the issue the student and faculty will be directed to our Technical Support team that can assist them in any technical issue that they might come across.

For all customer service ATI has the option for live chat that lets James Madison University students and faculty members chat real-time with a member of the ATI customer service team, a preferred method for many institutes.

13. Describe typical implementation timeline. Specify any associated costs in Section X Pricing Schedule.

ATI not only invests in highly educated and experienced experts to create and maintain our products, we also employ a team that is passionate about making sure those products get integrated seamlessly into a nursing program's curriculum to make faculty's jobs easier and make students learning more impactful. Our team of nurse educators and product training specialist work with our partners both **in-person/on-site and virtually** to align our resources to your program outcomes, curriculum, and individual courses.

ATI's Service and Integration Team works alongside nursing faculty and administration to create a customized integration and training plan. Initial integration can take as little as two weeks from the completion on the curriculum alignment. This curriculum alignment helps faculty see exactly what ATI tools are available for each course and how they can be used. From there we train faculty on best practices and ways to leverage our resources to help them support student outcomes.



ATI Integration / Service Plan

Activity	Approximate Timing	Purpose of Activity / Meeting	ATI Facilitators	Required Attendees	Estimated Time Commitment
ATI Policy	Initial Integration	<ul style="list-style-type: none"> Formalize and Implement the policy that governs the use of ATI products and tools to evaluate student performance Communicate policy to all faculty Policy support provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Policy Decision Makers	1 hour Virtual
Completion of ATI Plan Faculty Orientation Series	Initial Integration	<ul style="list-style-type: none"> ATI account creation and ATI Academy Faculty Orientation Series course completion Courses include: Website Navigation, Reporting, and Focused Review Account creation and product support provided by ATI Product Training Specialist 	NA: Self-Paced	Faculty	1 hour Self-Paced
Curriculum Alignment Delivery	Initial Integration	<ul style="list-style-type: none"> ATI to deliver alignment of ATI products to client curriculum Discuss integration into syllabi at a course level Curriculum alignment support provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Administration/Leadership	1 hour Virtual
Implementation Workshop	After completion of Faculty Orientation Series	<ul style="list-style-type: none"> On-Site training workshop focusing on the integration and implementation of ATI tools and resources Develop strategies to combat common obstacles faced by faculty and students Integration of Curriculum Alignment Implementation Workshop provided by ATI Nurse Educator 	Integration Specialist-Nurse Educator	Faculty	4 hours On-Site
ATI Champion Virtual Training	1 st – 3 rd Month	<ul style="list-style-type: none"> Series of 5 Virtual training sessions over a 90-day period ATI Champion training and support provided by ATI Product Training Specialist 	Product Training Specialist	ATI Champion(s)	Sessions Range: 30mins – 2hrs Virtual
Continued Support	Continuous	<ul style="list-style-type: none"> Continuous support provided by ATI Service Team To request support, please contact your ATI Client Executive, 	ATI Nurse Educators & Product Training Specialist	TBD based on needed support	TBD based on needed support

There is no additional cost associated with any service/integration resources.

14. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them. Describe services not available during scheduled maintenance.

ATI maintenance philosophy is that we take every step to ensure that our systems are up to date with minimal impact to our clients. ATI performs database maintenance bi-weekly on Sunday mornings from 00:00- 02:00 CDT. Normally this maintenance is performed hot, but occasionally downtime is needed. We provide 5 days' notice. Code deployments happen on Tuesdays and Thursdays, normally without downtime. If downtime is needed 5 days' notice will be provided.

15. Describe the application security features for data.

ATI will protect JMU data using layers of defenses and industry best practices. Below is a summary.

- All data is encrypted on our SAN and is behind best in class firewall and IPS devices.
- Access to applications, servers and databases is allowed only based on job role and must be approved.
- Our systems are monitored 24/7 by NOC and SOC teams using enterprise class monitoring tools.
- We have robust vulnerability management and patch management programs that ensure vulnerabilities are addressed.
- We do not copy any customer data to non-production environments.

16. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying data. Describe vendor and partner

practices related to moving and copying data.

Identifiable student and school data are owned by James Madison University and ATI uses this data to provide its services. Data around each student's individual use of ATI resources, which may include academic performance, test results, individual scores, instructor feedback, personal learning behaviors, will be shared with the College and used by ATI to confirm each student's identity to ensure only authorized users are accessing ATI resources, to analyze and provide learning information to College instructors, to analyze for ATI's internal data analysis, to provide students with technical support and to generate reports and analytics for the student, the College and its instructors regarding the student's performance. ATI will also collect diagnostic, technical and general ATI product usage information that is gathered, de-identified and made anonymous to monitor user activity and engagement with ATI's sites, site volume and load and other general ATI product data. ATI will use this data to improve its resources, conduct analytics and provide anonymized metrics and analysis. ATI may share anonymized, de-identified data with its third-party partners in connection with the foregoing but will not share any identifiable data regarding students or the College.

Database Backup Schedule

Backup Database (Full Backup)	Weekly once
Backup Database (Differential)	Daily (Except on the day of full backup)
Backup Database (Transaction Log)	6 Weeks Full, 15 days Diffs, 3 days Trans Logs

17. Describe any exit strategies you offer.

Our focus on quality, innovation, and service has resulted in ATI maintaining a 98% retention rate with clients. However, ATI allows an exit strategy that best fits the needs of the client (faculty, administration, and students). ATI allows programs to implement an immediate stoppage of ATI resources for all cohorts or more gradual approach, where existing cohorts continue to use ATI, while incoming cohorts transition away. ATI allows clients to maintain accounts for data retrieval for up to three (3) years after discontinuing the partnership. Clients can export data into CSV transferable files. Students who have completed full payment of ATI resources will continue to have access to resources for at least one year after graduation.

18. Describe the payment process.

ATI has a dedicated Northeast Team of Client Account Managers (CAM) whose primary responsibility is ensuring that the payment process is seamless. ATI will first work with James Madison University to establish ordering/payment options, including cohort graduation dates, number of payments, and cohort semester start dates. Seven (7) days prior to the start of every semester, ATI will reach out via email to the predetermined James Madison contact for student enrollment for each cohort. ATI then invoices from this enrollment number. ATI allows a onetime adjustment to enrollment counts up to 14 days after the initial invoice date. This flexibility allows James Madison to account for student attrition. Shipment of any associated ATI materials ordered hereunder will occur within 3-5 business days after online access is provided.

All ATI invoices are due and payable net 30 calendar days from the invoice date. ATI also reserves the right to suspend online access and stop shipments in the event any payment is more than 30 calendar days overdue. Shipping and handling costs, as well as any tax owed by you, will be added to the purchase amount. ATI is aware that James Madison is tax exempt, so no taxes will be applied. ATI accepts various forms of payment, including credit card and does not charge any credit card processing fee.

Throughout the whole process they will maintain an open line of communication with the school. The multiple roles performed by the CAMs limits contacts that the school must reach out to, eliminates frictions, and is one of the reasons that ATI has such high retention rates with our clients.

19. The JMU School of Nursing will require trial access of the proposed solution from select offerors. Selection for product trials will be at the sole discretion of the University and notification will be made to these offerors. Specify the process and implementation timeframe for the University to acquire access if your firm is selected for trial.

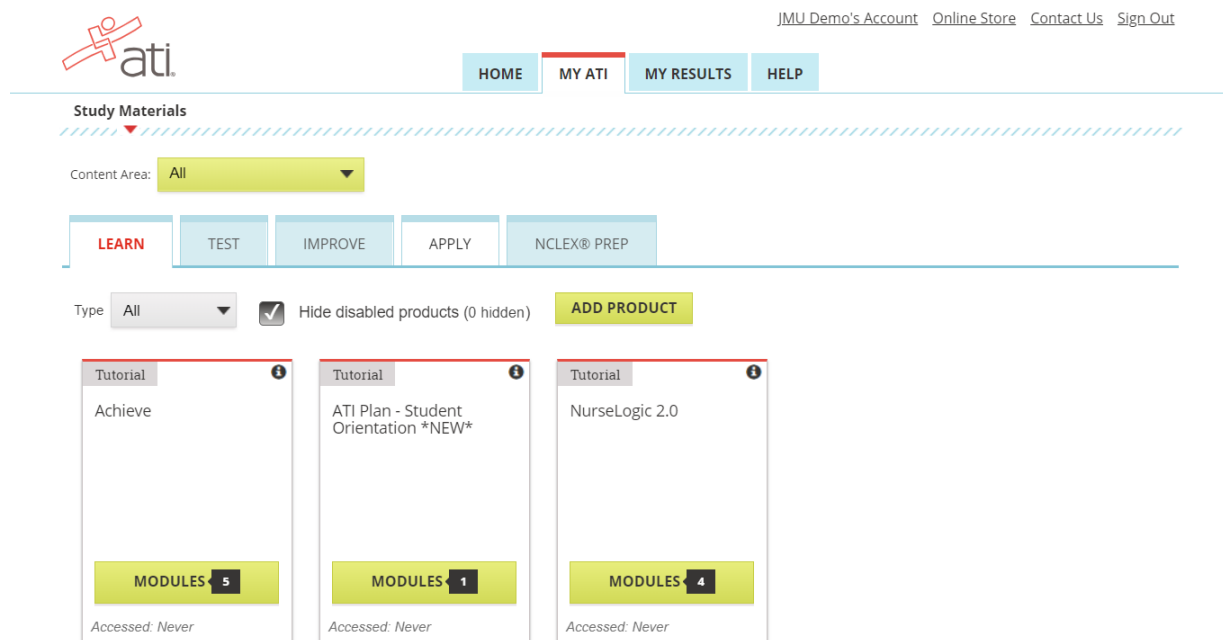
ATI allows trials at any time. ATI has proactively setup access to ATI resources for JMU. Please see below for instructions.

To Access Your ATI Trial Account please follow the link below:

<https://student.atitesting.com/>

- Username: JMU@1
- Password: JMUDemo@1

Once logged-in choose the “MY ATI” Tab
Then select either “LEARN” or “TEST”



Technical Requirements:

For the best experience we recommend:

Browser	Version
Google Chrome™	66.0 or later
Mozilla Firefox®	59.0 or later
Safari®	8.0 or later
Device	Operating System
PC	Windows 7, 8, 8.1, and 10
Mac	Mac OS® X 10.9 or later
iPad® 2 or later	iOS 9 or later
Android	Android 7.0 or later

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

ATI Proposed Pricing for James Madison University	
Product	Price per Student (2 years)
Electronic Health Record Solution	\$130
Product	Price per Student (Life of the Program)
Comprehensive Assessment/Review Program	\$700
Optional Products	Price per Student (Life of the Program)
Real Life Select 9	\$200

The Prices listed above are one-time costs.

The total price per student listed may also be divided equally into 4 payments to align with the programs four terms.

Pro-rated pricing is available for current classes with one, two, or three semesters remaining.

There are no additional charges for students that have to repeat a semester.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

There are no associated charge card processing fees for James Madison University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet (*All Offerors are required to complete*)

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan (*All Offerors are required to complete*)

Attachment C: Standard Contract Sample

Attachment D: Information Technology Services Addendum (*All Offerors are required to complete*)

Attachment E: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (*All Offerors are required to complete*)

Attachment F: HECVAT Lite- attached as a separate Excel spreadsheet (*All Offerors are required to complete*)

TO BE COMPLETED BY OFFEROR

- Years 20 Months

- Please see attachment on the following page.

- IF YES, EXPLAIN:

ATI References (Attachmnt A. Question 3)	
Client	University of Rochester
Address	601 Elmwood Avenue. Box SON Rochester, NY 14642
Length of Service	8 Years
Contact	Dr. Margaret-Ann Carno
Phone Number	(585) 2773-4743
Client	University of South Carolina Upstate
Address	800 University Way Spartanburg, SC 29303
Length of Service	3 Years
Contact	Dr. Katherine Gibb
Phone Number	(864) 503-5444
Client	University of New Hampshire
Address	105 Main Street Durham, NH 03824
Length of Service	15 Years
Contact	Dr. Susan Fetzer
Phone Number	(603) 862-4714
Client	College of Mount Saint Vincent
Address	6301 Riverdale Avenue Riverdale, NY 10471
Length of Service	3 Years
Contact	Dr. Judith Erickson
Phone Number	(718) 405-3376
Client	Shenandoah University
Address	1775 North Sector Court Winchester, VA 22601
Length of Service	15 Years
Contact	Dr. Lisa Levinson
Phone Number	(540) 665-5500

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: N/A Date Form Completed: 03/26/2019

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer: Assessment Technologies Institute, LLC. 11161 Overbrook Road, Leawood, KS 66211 Andy Houlton
 Firm Address Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
A SWaM plan will not be a requirement under this Agreement.					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D
James Madison University
Information Technology Services Addendum

REDACTED pgs 55-60 Fully Executed Version present at beginning of contract.

ATTACHMENT E
COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

REDACTED pgs 61-62 Fully Executed Version present at beginning of contract

ATI Attachment. Trade Secret and Proprietary Information Explanation Table

Redacted Trade Secret and Proprietary Information of Assessment Technologies Institute, LLC (ATI) To be Protected and not Subject to Disclosure	Reasons Why Protection is Necessary Pursuant to <i>Section 2.2-4342F of the Code of Virginia</i>
SOC 2 Report filed with ATI Proposal	<p>ATI's SOC 2 Report contains highly sensitive, trade secret and proprietary information regarding the security, vulnerability and availability of ATI systems, which, if disclosed, would result in irreparable financial and business damage to ATI and its parent company, Ascend Learning, LLC. The disclosure of this information to, or access by, ATI's and/or Ascend's competitors would provide such competitors with an unfair business advantage. Any public disclosure of this information will result in possible system attacks and threats. Due to the highly confidential nature of this information, ATI and Ascend maintain strict controls that prevent the disclosure of the SOC 2 Report, which is not provided to third parties without a signed nondisclosure agreement. ATI is submitting the SOC 2 report in reliance upon the University's written commitment in Section V (Proposal Preparation and Submission) of the RFP that properly identified trade secret and proprietary information will be not subject to disclosure under the Virginia Freedom of Information Act (Section V.A.3(f)).</p> <p>In addition, § 2.2-3705.2 of the Code of Virginia also excludes from disclosure vulnerability assessments, information not lawfully available to the public regarding specific cybersecurity threats or vulnerabilities, or security plans and measures of an entity, facility, building structure, information technology system, or software program cybersecurity planning or protection, or critical infrastructure information security and resilience. ATI's report contains such information.</p>

Attachment F- HECVAT Lite & Supporting Documents-

REDACTED pgs 64-171 CONFIDENTIAL/PROPRIETARY

ATI Exceptions

ATI respectfully submits the following exceptions/clarifications:

Section VII:

- a. Section N (Assignment of Contract): ATI reserves the right to assign a contract in the event of a merger, consolidation, or acquisition of substantially all of its assets, provided that the assignee agrees in writing to assume all of ATI's contractual obligations under said contract.
- b. Section O (Changes to the Contract): Changes may not be made to contractor products and services without mutual consent.
- c. Section P (Default): Replacement costs are not applicable to this contract.

Section VIII

- a. Section N (Indemnification): Please include the following exception: The indemnification in this section applies solely to bodily injury, death, or tangible property damage caused by the acts of contractor while performing under the contract.
- b. Section S (Confidentiality): Please include the following exception: Any breach or suspected breach will be promptly reported.
- c. Section T (Continuity): Please strike in its entirety
- d. Section U (Nonvisual Access): Please strike this section and replace with: ATI will adhere to section 508 of the Rehabilitation Act of 1973's latest ruling that references the WCAG 2.0 AA guidelines.
- e. Section V (Excessive Downtime): Please strike in its entirety as we do not generally provide SLAs.
- f. Sections X (Renewal of Maintenance) , Y (Software Upgrades), and Z (Third Party Acquisition of Software): Please include exception to strike as N/A to ATI's offering of online, hosted proprietary educational resources.

Attachment D

Section 1: Make the following exceptions; "ATI reserves the right to use aggregate, anonymized data for its business operations."

Section 3: Make the following exception: "Please add - (e) ATI reserves the right to use aggregate, anonymized data for its business operations."

Section 5c: Remove Section 5c as n/a.

Section 6c: Make the following exception: "Please strike as n/a.

Section 7a: Please change "immediately" to "within 48 hours".

Section 8: Make the following exception: Section 8b, "Contractor will incur costs if the matter involves contractor's failure to comply with law. All other matters will be at the University's cost and expense."

Section 9 b: Make the following exception: “Upon termination, data will either be destroyed or rendered undecipherable. Any transfer of data will be through a method mutually agreeable by the University and contractor.”

Section 9d: Make the following exception: Please strike as n/a.

Section 10a: Make the following exception: Please strike as n/a.

Section 10b: Please strike everything after the word “audit” in Section 10b(i)

Section 10c: Make the following exception: Please strike as n/a.

Section 11b: Make the following exception: Please replace with the following – Contractor will comply with all laws applicable to the performance of its services under this contract.

Section 12: Make the following exception: ATI requires that all users agree to the User Terms as necessary to protect the integrity of its proprietary assessments and educational resources.

Notwithstanding the foregoing, such User Terms shall not be binding on the University to the extent any term contained therein conflicts with the terms in this contract or would be prohibited under applicable law.

Attachment E

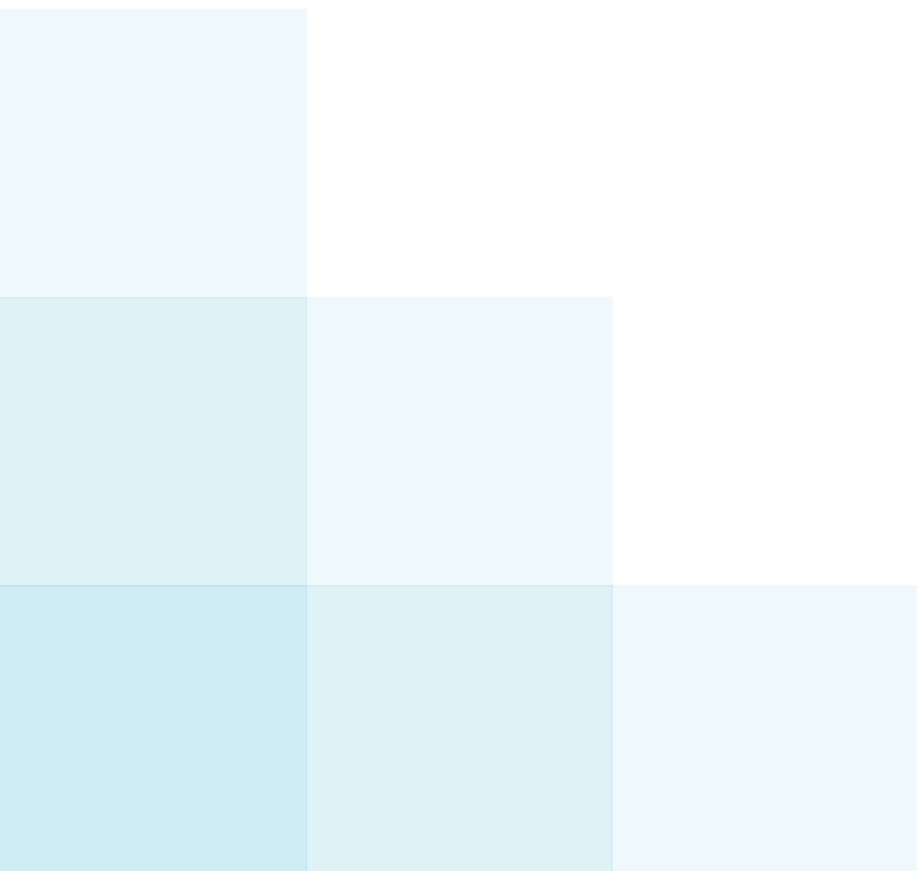
Please add the following to Attachment E:

While every effort has been made to make ATI products and services error-free and as complete and accurate as possible, ATI assumes no liability for errors or omissions in ATI products and services, and provides the products and services, as-is without warranty. SIMILARLY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS PROMISED, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ATI PRODUCT OR SERVICE. ATI SHALL NOT BE LIABLE FOR UNAUTHORIZED USE OF ATI PRODUCTS OR SERVICES. THE LIABILITY OF ATI, ITS LICENSORS AND SUPPLIERS AND THEIR RESPECTIVE AFFILIATES, ACTUAL OR IMPLIED, IS LIMITED TO THE PURCHASE PRICE PAID BY THE UNIVERSITY TO ATI FOR THE PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT.

HECVAT-Lite-v.2

Our responses to the questionnaire (HECVAT-Lite-v.2) reveal the security protocol and system details of Ascend Learning and ATI, are highly confidential and proprietary information of the company, and the disclosure of this information would cause irreparable competitive and business harm to Ascend and ATI.

ATI eBook Platform



Overview

The ATI eBooks are comprised of the RN or PN Review Module book content. This same content is also found in the ATI hardcover books and in the Focused Review remediation engine. The eBook platform is designed to give the user a digital reading experience. The platform includes interactive features such as student annotations, highlighting capabilities, bookmark placement, and digital quizzing formats with results feedback. The ATI eBook platform can be used in standard online browsers and “ATI Reader” mobile app formats.

RECOMMENDED USE

The ATI eBooks offer supplemental learning materials to be used in conjunction with other learning resources.

FEATURES

The ATI eBook platform includes the following features:

- “ATI Reader” mobile app enabled for tablets and smart phones.
- Integration between browser and mobile app mechanisms
- Highlighting content
- Bookmarking content
- Student annotations
- Digital Active Learning Scenarios
- Digital end of chapter quizzes
- Font sizing tool

IMPLEMENTATION STRATEGIES

- Instruct students to read pages from a Review Module prior to class.
- Direct students to complete Quiz Questions and the Active Learning Scenario in Application Exercises prior to class.
- Incorporate Review Module Media in class.
- Use Quiz Questions and Active Learning Scenario in Application Exercises in class discussion.

TITLES

- RN
 - Medical Surgical Nursing Edition 10.0
 - Community Health Nursing Edition 7.0
 - Fundamentals for Nursing Edition 9.0
 - Leadership and Management Edition 7.0
 - Maternal Newborn Nursing Edition 10.0
 - Mental Health Nursing Edition 10.0
 - Nursing Care of Children Edition 10.0
 - Nutrition for Nursing Edition 6.0
 - Pharmacology for Nursing Edition 7.0
- PN
 - Medical Surgical Nursing Edition 10.0
 - Fundamentals for Nursing Edition 9.0
 - Leadership and Management Edition 7.0
 - Maternal Newborn Nursing Edition 10.0
 - Mental Health Nursing Edition 10.0
 - Nursing Care of Children Edition 10.0
 - Pharmacology for Nursing Edition 7.0
- Nurse's Drug Handbook

FREQUENTLY ASKED QUESTIONS

- How does a student access ATI eBooks?

The student can login to the ATI student portal and select the "My ATI" tab. The student can then click on the "Learn" tab in the learning loop. This will reveal the RN or PN Review Modules card, which when clicked on, will reveal the eBooks and their titles for access.

- How do faculty access ATI eBooks?

Faculty can login to the ATI faculty portal and select the "Help" tab. Then faculty can click on the "eBooks & Active Learning" card to access the eBook titles.

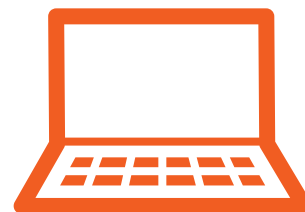
- Does information save between usage of the browser and mobile app mechanisms?

Yes, if a student uses both the "ATI Reader" mobile app and browser to access the ATI eBooks they will see a seamless experience in using the features and information being saved across the platform.

PRODUCT SUPPORT

At ATI Nursing, we pride ourselves on timely, effective support to meet your needs. Please contact us at 800-667-7531 if you need assistance with this product.

Please be sure to verify the technical requirements on the ATI website to ensure you have the optimal product experience.



EXECUTIVE SUMMARY

The purpose of this study was to develop a set of recommended criterion-referenced cut scores that nursing schools might choose to adopt as benchmarks for student performance on each of the nine RN Content Mastery Series (CMS) assessments.

METHODS

OVERVIEW

Three criterion-referenced cut scores were set to delineate between four proficiency levels for each of the RN CMS 2013 assessments. The four proficiency levels were classified as: Below Proficiency Level 1, Proficiency Level 1, Proficiency Level 2, and Proficiency Level 3 (see Figure 1). The standard-setting method developed by Angoff (1971) was used to establish the cut scores in this study. In the body of his work, Angoff (1971) suggested that a cut score be developed and decided upon by an expert panel of judges. In this study, the judges for each of the RN CMS 2013 assessments were asked to individually determine whether or not a minimally qualified student would correctly answer each item on the assigned CMS assessment. If an individual judge believed a minimally qualified student would correctly respond to an item, then the judge would assign a score of “1” to the item. Conversely, if a judge believed such a student would not correctly respond to an item, then the judge would assign a score of “0” to the item.

The 0/1 (or Yes/No) Angoff standard-setting process used in this study was conducted in ten main steps: 1) introducing the standard setting process; 2) taking the exam; 3) reviewing the proficiency level definitions; 4) rating assessment objectives as easy or hard; 5) conducting a practice round of ratings; 6) conducting the first round of ratings; 7) sharing impact data in relationship to the Round 1 ratings; 8) conducting a second round of ratings; 9) sharing impact data relationship to the Round 2 ratings; and 10) finalizing the cut scores. Each of these steps is discussed in more detail in the “Angoff Procedure” subsection of this report.

Figure 1 RELATIONSHIP BETWEEN CUT SCORES, ITEM DIFFICULTY, AND STUDENT CATEGORIZATIONS.

	ANGOFF LEVEL 1 CUT	ANGOFF LEVEL 2 CUT	ANGOFF LEVEL 3 CUT
Students below Level 1 proficiency	Students meeting Level 1 proficiency	Students meeting Level 2 proficiency	Students meeting Level 3 proficiency
Item Difficulty			

SELECTION OF THE CONTENT EXPERT JUDGES

The invitation to participate in the study was sent via e-mail to nurse educators in RN nursing programs on ATI's list of clients and to nurse educators specifically recommended by members of ATI's sales staff. A total of 48 educators were selected. These experts all had significant teaching experience in the content area(s) for which they were to set standards, with most having more than 10 years of teaching experience.

Proficiency Level Categories. Four levels of proficiency were presented to the panel of nurse educators. The levels were classified as Below Level 1 (lowest), Level 1, Level 2, and Level 3 (highest). Descriptions from the RN CMS 2010 tests categories were presented to the panel. The purpose of these descriptions was to differentiate among varying levels of proficiency to support and evaluate the learning of nursing-related content. The panel for each of the RN CMS 2013 assessments reviewed these definitions and believed the wording was acceptable and useful to any nursing program.

According to the approved definitions displayed in Table 1, students who achieve scores that just meet the criterion for Proficiency Level 1 are expected to just meet the NCLEX-RN® standards in the content area, demonstrate the minimum level of knowledge in this content area required to support academic readiness for subsequent curricular content, and meet the absolute minimum expectations for performance in this content. This is in contrast to students who just meet the criterion for Proficiency Level 2 or Proficiency Level 3 who are expected to achieve at a level higher than the minimum and well exceeding the minimum, respectively. Note that no empirical study was conducted relating NCLEX performance to performance on any of the RN CMS 2013 assessments, nor was any study conducted demonstrating a statistical relationship between the performance on any of the RN CMS 2013 assessments and actual job performance.

Angoff Procedure. The following summarizes the ten steps that were used to complete an Angoff study for each of the nine RN CMS 2013 assessments.

1. **Introducing the standard setting process to the panel of content experts.** The standard setting meeting began with a brief PowerPoint presentation and discussion about the Angoff method.
2. **Taking the exam.** The panel of experts took the RN CMS assessment for which they were conducting their ratings to become familiar with the items and the overall test before setting the standards.
3. **Reviewing and approving the proficiency level definitions.** The proficiency level definitions were reviewed by the panel of experts assigned to each RN CMS assessment. The Proficiency Level 1 definition was reviewed prior to conducting the standard-setting steps needed to achieve a level 1 cut. Similarly, the Proficiency Level 2 and Level 3 definitions were each reviewed prior to conducting the steps needed to achieve the level 2 and level 3 cuts, respectively.
4. **Rating assessment objectives as easy or hard.** A main component of the Angoff method is to define the minimally qualified student. After reviewing the proficiency level definitions, the panel was tasked with rating each assessment objective as either easy or hard for a student just achieving the said proficiency level.
5. **Conducting a practice round of ratings.** A practice round of rating for each proficiency level occurred prior to rating the actual RN CMS assessment items.
6. **Conducting the first round of ratings.** Each expert was instructed to individually rate each of the items on the RN CMS assessment with a 0 (incorrect) or a 1 (correct).
7. **Sharing impact data in relationship to the Round 1 ratings.** The sum of each content expert's individual ratings represented that expert's individual cut score for the given level. All content experts were asked to share their individual cut score with the group. These values were displayed on a screen for all members of the panel to view. The mean of these values was calculated to determine the group's cut score. At this point, impact data was provided to guide experts with regard to the reasonableness of their ratings. The impact data informed the panel of the pass rate that would be associated with their cut scores based on the normative data available.

8. **Conducting a second round of ratings.** The content experts entered into a second round of ratings after reviewing the impact data. During the second round, the participants had a chance to modify their ratings if they differed too greatly from the ratings made by other experts.
9. **Sharing impact data relationship to the Round 2 ratings.** As was done after the Round 1 ratings (see step 7), impact data was shared following the Round 2 ratings.
10. **Finalizing the cut scores.** After completing two rounds of ratings for each of the three proficiency levels, the final cuts were set based on student impact data or national data obtained prior to the cut score study.

USE OF THE ATI RECOMMENDED CUT SCORES

The CMS is designed to provide assessment data regarding a student's mastery of concepts within specific nursing content areas and a formative indication of developing NCLEX readiness in these content areas. The CMS is not meant to be a direct predictor of NCLEX content area performance or future success in nursing. The fundamental question the CMS attempts to answer is, "How much proficiency has the student attained in this content area?"

Institutions using the RN CMS for high-stakes purposes (e.g., portion of course grade, progression) should be extremely cautious, regardless of whether the ATI recommended cut scores are adopted. If these assessments are used for a portion of a course grade beyond extra credit, institutions should ensure that the content of the assessments is fully aligned with program curriculum. ATI strongly discourages the use of the CMS assessments as the sole criterion for progression or graduation.

Nursing education institutions should recognize that the cut scores set as a result of this study are *recommended rather than required* for those using the ATI RN Content Mastery Series assessments. Institutions are free to use these cut scores or to set their own as they see fit. It should be recognized that these cut scores were established through a formal study in accordance with the recommendations of the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education *Standards for Educational and Psychological Testing*. It is recommended that institutions wishing to set their own cut scores contact the ATI Psychometrics Department to discuss defensible methods of doing so.

The percentage of students in each of the four categories shown in Table 2 was derived by applying the cut scores established in this study to all students who took the RN CMS 2013 assessments from October 2013 through January of 2014. Institutions should not necessarily expect the same percentage classifications to apply to their own students when using the ATI recommended cut scores. ATI recommends that the data in Table 2 be used as a reality check for programs assessing the likely impact of choosing a given cut score. ATI also recommends that programs re-evaluate their cut scores after the test(s) have been administered and data are available from their own students. The interpretation of the Level 1, Level 2, and Level 3 proficiency categorizations can best be determined from a review of the proficiency level definitions (Table 1) and sample score report explanation (Appendix A).

Table 1 RN CONTENT MASTERY SERIES 2013 PROFICIENCY LEVEL DEFINITIONS

LEVEL 1
<p>A student meeting the criterion for Proficiency Level 1:</p> <ul style="list-style-type: none"> • is expected to just meet NCLEX-RN standards in this content area. • should demonstrate the minimum level of knowledge in this content area required to support academic readiness for subsequent curricular content. • should meet the absolute minimum expectations for performance in this content area.
LEVEL 2
<p>A student meeting the criterion for Proficiency Level 2:</p> <ul style="list-style-type: none"> • is expected to readily meet NCLEX-RN standards in this content area. • should demonstrate a level of knowledge in this content area that more than adequately supports academic readiness for subsequent curricular content. • should exceed minimum expectations for performance in this content area.
LEVEL 3
<p>A student meeting the criterion for Proficiency Level 3:</p> <ul style="list-style-type: none"> • is expected to exceed NCLEX-RN standards in this content area. • should demonstrate a high level of knowledge in this content area that confidently supports academic readiness for subsequent curricular content. • should exceed most expectations for performance in this content area

**Note that the definitions provided in Table 1 were based on expertise of the nurse educators who participated in the RN CMS 2010 cut score study. No empirical study was conducted relating NCLEX-RN performance to performance on the Content Mastery Series, nor was any study conducted demonstrating a statistical relationship between Content Mastery Series performance and actual job performance. These Proficiency Level definitions were used by cut score study participants for the purpose of making their empirical ratings of item difficulty.*

Table 2 ATI RECOMMENDED CUT SCORES AND PERCENTAGE OF STUDENTS IN EACH CATEGORY

RN CMS 2013 PROCTORED ASSESSMENT	LEVEL 1 CUT SCORE	LEVEL 2 CUT SCORE	LEVEL 3 CUT SCORE	% OF STUDENTS BELOW LEVEL 1	% OF STUDENTS MEETING PROFICIENCY LEVEL 1	% OF STUDENTS MEETING PROFICIENCY LEVEL 2	% OF STUDENTS MEETING PROFICIENCY LEVEL 3
Fundamentals for Nursing (60 items)	51.7%	63.3%	78.3%	12%	41%	42%	5%
Adult Medical-Surgical Nursing (90 items)	56.7%	68.9%	81.1%	14%	34%	43%	9%
Nursing Leadership (60 items)	61.7%	76.7%	88.3%	8%	43%	45%	4%
Community Health Nursing (50 items)	58.0%	74.0%	84.0%	9%	59%	26%	5%
Maternal-Newborn Nursing (60 items)	55.0%	66.7%	80.0%	10%	37%	47%	6%
Nursing Care of Children (60 items)	53.3%	63.3%	78.3%	8%	40%	46%	6%
Nursing Pharmacology (60 items)	56.7%	71.7%	85.0%	10%	48%	37%	5%
Mental Health Nursing (60 items)	56.7%	66.7%	85.0%	13%	35%	50%	3%
Nutrition for Nursing (60 items)	46.7%	66.7%	81.7%	5%	60%	32%	3%

APPENDIX A

SAMPLE INDIVIDUAL SCORE REPORT EXCERPT

Individual Performance Profile RN Fundamentals 2010



Individual Name:	BETA 1 PRODUCTION	Adjusted Individual Total Score:	75.0%
Student Number:		ATI Proficiency Level:	Level 2
Institution:	ATI Practice ADN	Mean - National:	68.9%
Program Type:	ADN	Mean - Program:	69.2%
Test Date:	3/11/2014	Percentile Rank - National:	82
# of Questions:	60	Percentile Rank - Program:	82

Individual Performance in the Major Content Areas

Sub-Scale	#	Individual	Mean		Percentile Rank		Individual Score (% Correct)											
	Items	Score	National	Program Type	National	Program Type	1	10	20	30	40	50	60	70	80	90	100	
Management of Care	6	50.0%	73.0%	73.9%	20	18						▲						
Safety and Infection Control	14	71.4%	63.4%	63.9%	80	79									▲			
Health Promotion and Maintenance	7	71.4%	67.6%	66.6%	75	78									▲			
Psychosocial Integrity	5	40.0%	65.8%	65.1%	24	25					▲							
Basic Care and Comfort	14	71.4%	62.6%	63.6%	82	80									▲			
Pharmacological and Parenteral Therapies	6	83.3%	71.1%	71.2%	83	83										▲		
Reduction of Risk Potential	5	100.0%	57.3%	56.8%	99	99											▲	
Physiological Adaptation	3	100.0%	N/A	N/A	N/A	N/A												

NOTE: Means and percentile ranks are not presented for sub-scales with fewer than five items.

Focused Review®

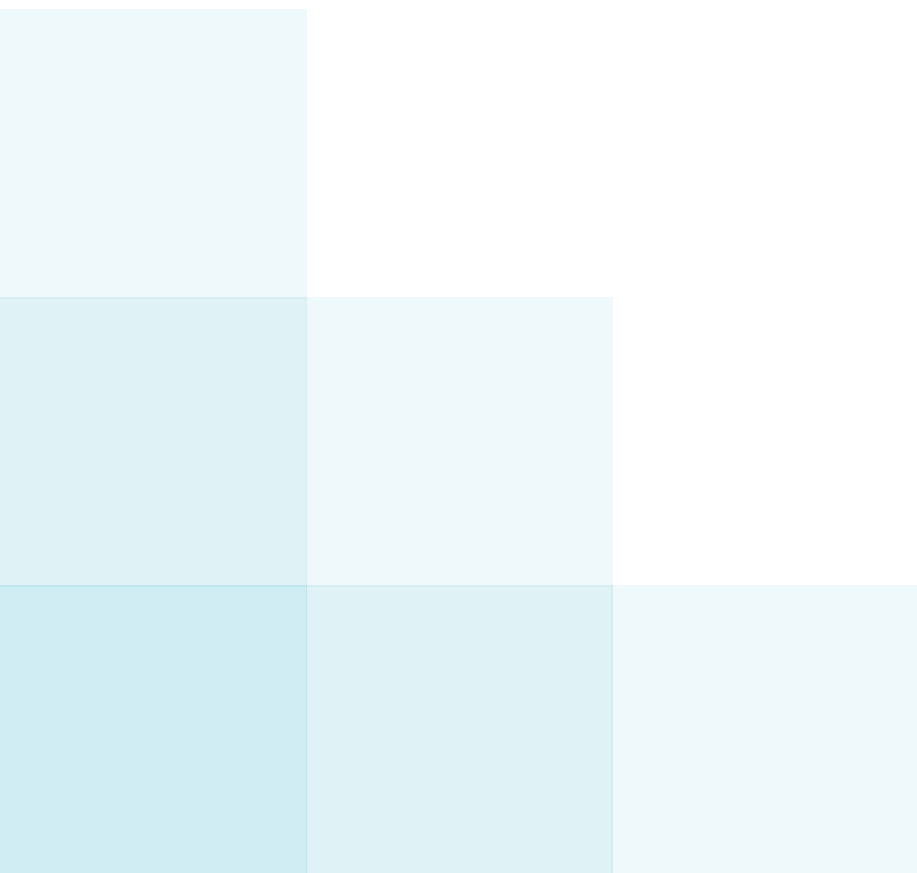


Table of Contents

DESCRIPTION 3

FEATURES 3

IMPLEMENTATION STRATEGIES 4

REPORTING FEATURES 4

RECOMMENDED TIME 4

PRODUCT SUPPORT 5

Description

ATI Focused Review drives the post Content Mastery Series (CMS) assessment remediation experience for students. This personalized learning experience uses student performance on the Content Mastery Series practice and proctored assessments to drive focused student learning.

If the student has completed a CMS practice assessment, ATI Focused Review automatically assesses student learning gaps and generates a personalized learning experience. ATI Focused Review provides ATI Review Module content in an eBook experience while highlighting the specific elements of content that a student should review. The forms of content include text, image, sound, and video. Once the student has completed their first round of remediation, they can take a follow up quiz with questions based on their gaps in knowledge. Upon completion of the quiz, the student can review their knowledge gaps and study updated eBook content.

If the student has completed a CMS proctored assessment, Focused Review provides ATI Review Module content in an eBook experience that is viewed by chapter versus a specific highlighted presentation. Focused Review provides no post-study follow-up quizzes in the CMS proctored assessment remediation mode.

Features

- All Review Module eBook features, including annotations, highlighting, and bookmark features, which allow students to uniquely focus their studies.
- ATI Reader eBook mobile app.
- If a student has used ATI Focused Review, eBooks, and/or ATI Reader mobile app, their activities will be saved within the platform. This means a student can see their activities from multiple interaction points without having to duplicate their efforts.
- CMS Practice Assessment Route:
 - Content organized by student knowledge gaps that are atomized and highlighted within the eBook chapters.
 - Post-study quiz questions that are based on specific student knowledge gaps.
 - Post-quiz content organized by student knowledge gaps that are atomized and highlighted within the eBook chapters.
- CMS Proctored Assessment Route:
 - Content organized at a chapter level in the eBooks, but not atomized or highlighted.
 - No post-study quiz content.
- Student level reporting that provides analytics on time spent and quiz performance.
- Faculty level reporting that provides analytics on time spent and quiz performance.

Implementation Strategies

- Encourage students to do their best work while taking practice and proctored assessments, so their results truly reflect content the student has mastered and content for which they need to study.
- Implement practice assessments with rationales turned off, so students can create their own ATI Focused Review as a study guide. Once the review is completed (if time allows), encourage students to retake another version of the practice assessment with rationales turned on.
- Allow ample time between retakes, so students can focus on creating a robust ATI Focused Review to be used as a study guide within the course, preparing for the ATI Comprehensive Predictor, and as an NCLEX study guide.
- Administer proctored assessments to students 1 to 2 weeks before a course final to allow ample time to create the personalized ATI Focused Review. This applies to preparation for the course final, ATI Comprehensive Predictor, and as an NCLEX study guide.
- Implement a student success binder, which helps students understand their content knowledge gaps for easy review. The binder can include a student signed school policy, a current transcript, the ATI Focused Review, and supplemental materials (ATI Active Learning Templates, ATI Three Critical Points, journal entries).

Reporting Features

FACULTY PORTAL

The Analytics tab provides access to Classic Reporting as a means of viewing the total Focused Review time spent by each student in each ATI Content Master Series assessment. Simply click on the Focused Review sub-tab to view student-level analytics. Focused Review data can also be viewed in the ATI Reporting dashboard by clicking on the Remediation card.

STUDENT PORTAL

Students have two means of viewing their Focused Review time spent data.

- Improve tab: The student can view their assessment, total time spent, and quiz score on the assessment section fronts.
- My Results tab: Students can view their assessment score, total time spent, and quiz score via their Student Transcript.

Recommended Time

Time within ATI Focused Review will depend upon school policy, course requirements, length of the quarter/term/semester, and access to the Internet.

Time does not equal engagement, so students should also provide documentation of their work such as ATI Active Learning Templates, ATI Three Critical Points, and journal entries.

Product Support

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ATI RECOMMENDED CUT SCORES

RN CMS 2016 PROCTORED ASSESSMENTS	LEVEL 1 CUT SCORE	LEVEL 2 CUT SCORE	LEVEL 3 CUT SCORE
Adult Medical Surgical (90 items)	56.7% – 67.8%	68.9% – 80.0%	81.1% – 100.0%
Community Health (50 items)	58.0% – 72.0%	74.0% – 82.0%	84.0% – 100.0%
Fundamentals (60 items)	51.7% – 61.7%	63.3% – 76.7%	78.3% – 100.0%
Leadership (60 items)	61.7% – 75.0%	76.7% – 86.7%	88.3% – 100.0%
Maternal Newborn (60 items)	55.0% – 65.0%	66.7% – 78.3%	80.0% – 100.0%
Mental Health (60 items)	56.7% – 65.0%	66.7% – 83.3%	85.0% – 100.0%
Nursing Care of Children (60 items)	53.3% – 61.7%	63.3% – 76.7%	78.3% – 100.0%
Nutrition (60 items)	46.7% – 65.0%	66.7% – 80.0%	81.7% – 100.0%
Pharmacology (60 items)	56.7% – 70.0%	71.7% – 83.3%	85.0% – 100.0%

**The gaps in percentage values between the Level 1 and Level 2 cut scores and between the Level 2 and Level 3 cut scores reflect a one-item difference in the total number of correct items. Values between the percentages listed for each cut score are not possible.*

RN CONTENT MASTERY SERIES 2016 PROFICIENCY LEVEL DEFINITIONS*

LEVEL 1

Scores meeting the Proficiency Level 1 standard can be considered to meet the absolute minimum expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as likely to just meet NCLEX-RN® standards in this content area. ATI advises these students to develop and complete a rigorous plan of focused review in order to achieve a firmer grasp of this content.

LEVEL 2

Scores meeting the Proficiency Level 2 standard can be considered to exceed minimum expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as fairly certain to meet NCLEX-RN standards in this content area. ATI advises these students to engage in continuous focused review in order to improve their knowledge of this content.

LEVEL 3

Scores meeting the Proficiency Level 3 standard can be considered to exceed most expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as likely to exceed NCLEX-RN standards in this content area. ATI advises these students to engage in continuous focused review to maintain and improve their knowledge of this content.

**Note that these definitions were based on expertise of the nurse educators who participated in the cut score study. No empirical study was conducted relating NCLEX-RN performance to performance on the Content Mastery Series, nor was any study conducted demonstrating a statistical relationship between Content Mastery Series performance and actual job performance. These Proficiency Level definitions were used by cut score study participants for the purpose of making their empirical ratings of item difficulty.*

Active Learning Templates

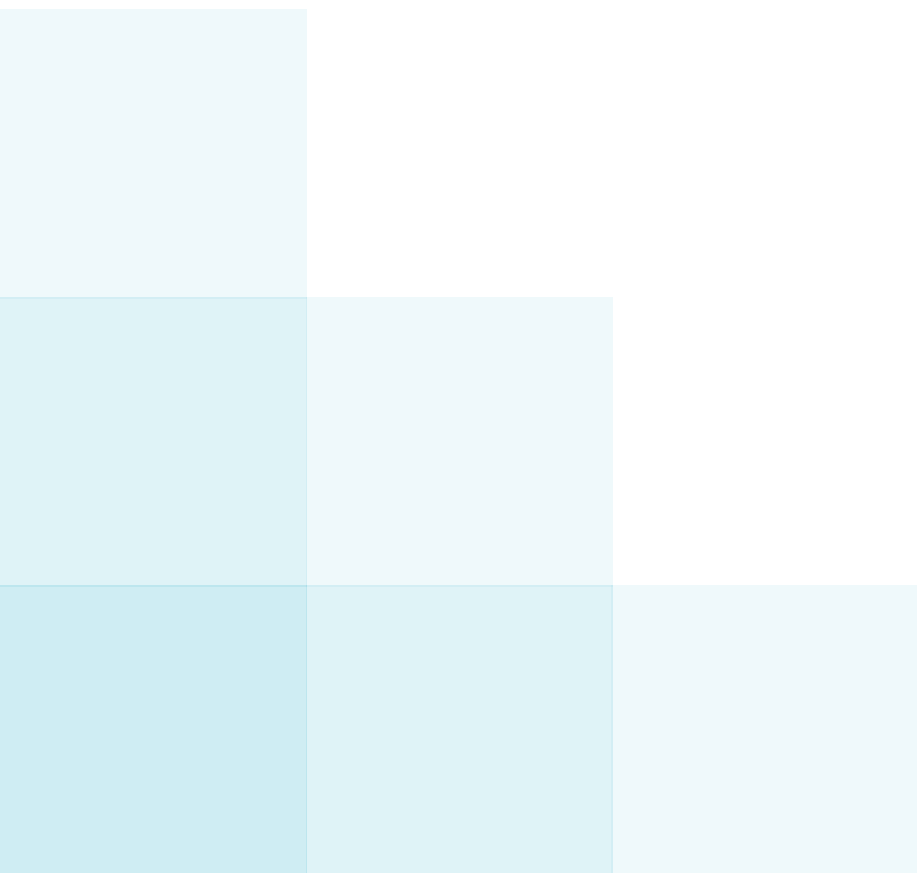


Table of Contents

DESCRIPTION 3

FEATURES 3

BENEFITS 3

RECOMMENDED USE 4

IMPLEMENTATION STRATEGIES 4

Classroom-Related Activities

Clinical-Related Activities

Remediation-Related Activities

Active Instructional Activities for Students

PRODUCT SUPPORT 6

Description

Active Learning Templates are designed to guide students in the learning and review of nursing knowledge. There are seven types of *Active Learning Templates* available to choose from: Basic Concept, Diagnostic Procedure, Growth and Development, Medication, Nursing Skill, System Disorder, and Therapeutic Procedure. Each section of the templates is labeled and indicates the type of information that should be added.

The templates can be completed by placing text directly into the document. The *Active Learning Templates* may be used as a classroom or clinical assignment, and provide opportunities for multiple types of instructional strategies.

Features

There are 7 types of *Active Learning Templates*

- Basic Concept
- Diagnostic Procedure
- Growth and Development
- Medication
- Nursing Skill
- System Disorder
- Therapeutic Procedure

Editable boxes in PDF allows student to type directly into template

Editable boxes are labeled to indicate type of information required.

Benefits

- Standardized tool for remediation
- Standardized tool for development of concept maps
- Helps develop critical thinking
- Supports concept analysis in concept-based courses
- Illustrates relationships between concepts, components of the nursing process and client care, client-related priorities and more.
- Provides a visual representation of relationships

The image displays seven overlapping Active Learning Template forms, each designed for a specific nursing concept. The forms are stacked vertically, showing the layout of each template. Each template includes fields for Student Name, Procedure Name, and Review Module Chapter. The sections within each template are as follows:

- Basic Concept:** Includes sections for Related Content (e.g., Etiology, Pathophysiology, Assessment, Intervention), Underlying Principles, and Nursing Interventions (e.g., Prioritize, Monitor, Evaluate).
- Diagnostic Procedure:** Includes sections for Description of Procedure, Indications, and Considerations (e.g., Nursing Interventions (pre, intra, post)).
- Growth and Development:** Includes sections for Expected Growth and Development, categorized by Physical, Cognitive, Psychosocial, and Age-Appropriate Activities.
- Medication:** Includes sections for Purpose of Medication (Expected Pharmacological Action, Therapeutic Use), Complications, and Medication Administration.
- Nursing Skill:** Includes sections for Description of Skill, Indications, and Considerations (e.g., Nursing Interventions (pre, intra, post)).
- System Disorder:** Includes sections for Alterations in Health (Diagnosis), Pathophysiology Related to Client Problem, Health Promotion and Disease Prevention, Assessment (Risk Factors, Expected Findings), and Safety Considerations.
- Therapeutic Procedure:** Includes sections for Description of Procedure, Indications, Outcomes/Evaluation, Client Education, Potential Complications, and Nursing Interventions.

Recommended Use

Classroom activity
 Independent study
 Preparation for class
 Preparation for exams
 Preparation for clinical experiences
 Remediation assistance for course work, clinical, and simulations
 Study tool for students

Implementation Strategies

CLASSROOM-RELATED ACTIVITIES

Pre-class assignment

Assign the template to be completed prior to class.

Example: Pharmacology Course

Assign the Medication template.

Provide directions regarding the category of medication to be used to complete the template (e.g., calcium channel blocker, ACE inhibitors, beta blocker).

Require students to provide evidence that supports entries made in template.

Use completed template as a ticket into the classroom.

In-class activities

Group concept map

Identify template that best matches exemplar or health alteration content to be reviewed.

Break students up into small groups and provide direction for assignment.

Encourage student participation and group discussion to complete template.

Review templates in a large group to enhance learning and correct any wrong information.

Download templates into learning management system (e.g., Angel, Blackboard, Moodle) for students to use as a study tool.

Reverse concept map

Provide a short, two or three sentence scenario that introduces client in relation to admitting diagnosis, past medical history, and selected current assessment data.

Provide student with System Disorder template that has client's prescribed medication entered into the appropriate box.

For beginning students, include no more than one or two medications.

For advanced students, increase the number of medications to increase the level of difficulty.

Using the scenario and medication provided, the student should complete template by entering expected assessment and laboratory findings, nursing interventions, possible diagnostic and surgical interventions, and client education.

Process information as a group and challenge students to defend the client-related information they entered on their templates.

Implementation Strategies (Continued)

CLINICAL-RELATED ACTIVITIES

- Require completion of System Disorder template instead of assessment tool and nursing care plan.
- Have students share and defend one of their System Disorder templates during post-clinical conference.
- Require completion of Medication template for categories of medications being given.
- Complete a System Disorder template as a group during post-clinical conference on one of the assigned clients. Ask challenging questions to promote clinical reasoning.

REMEDIATION-RELATED ACTIVITIES

- Designate the number of templates to be completed for remediation after taking a proctored or practice assessment.
- Have students choose the appropriate templates based on areas identified for topic review.

ACTIVE INSTRUCTIONAL ACTIVITIES FOR STUDENTS

Classroom-related activities

- Complete relevant *Active Learning Template* during class and lecture as an effective note taking method.
- Complete desired *Active Learning Template* as an effective study method to prepare for classroom exams.
 - Determine content needing to be reviewed such as a basic concept, diagnostic procedure, growth or development, medication, nursing skill, system disorder or health alteration, or therapeutic procedure.
 - Choose and complete corresponding *Active Learning Template*.

Clinical-related activities

- Complete desired *Active Learning Template* based on client needs or health alterations using clinical reasoning skills.
- Complete Medication *Active Learning Template* on medications given to assigned client.
- Complete a Growth and Development *Active Learning Template* on assigned clients during Pediatric course and keep in notebook. Use the template as a study tool prior to course and ATI exams.

Remediation-related activities

- Complete an *Active Learning Template* during group study sessions.
 - Choose a group leader to facilitate completion of the template. Take turns in the group leader role.
 - Use template to identify "need to know" information.
 - Enhance individual learning by participating in group discussion.
- Complete *Active Learning Templates* on topics identified on *Focused Review*®.

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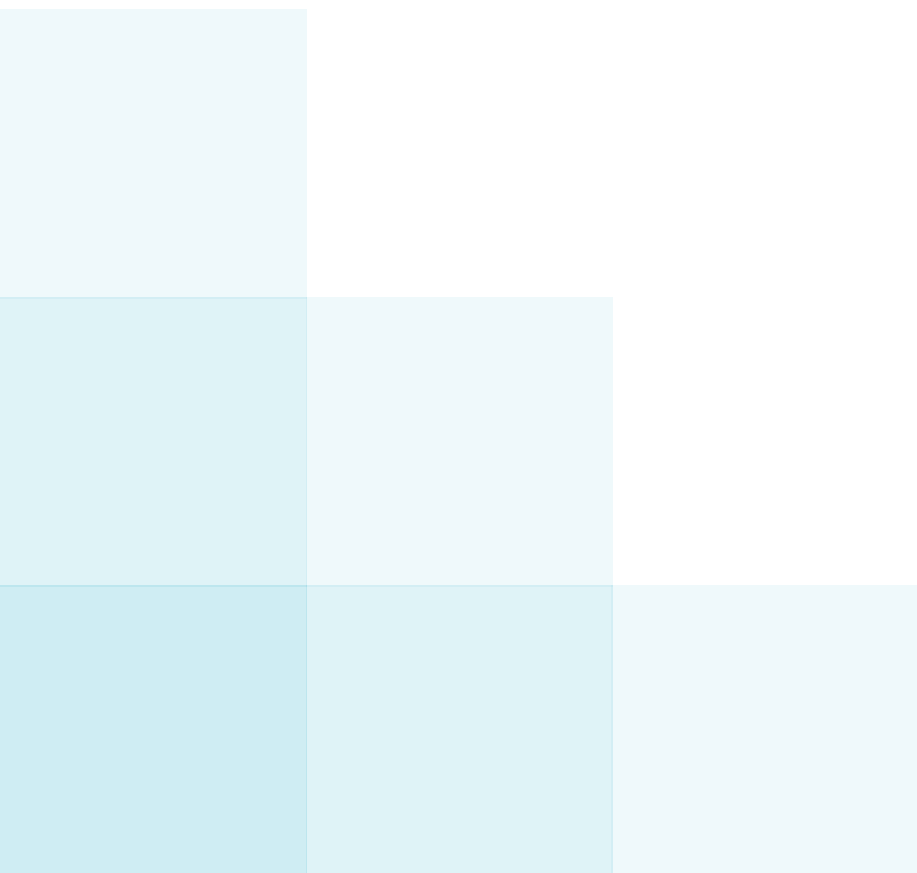


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Growth and Development

Medication

Nursing Skill

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Group Performance Profile RN Adult Medical Surgical 2016



Assessment #:		Adjusted Group Score:	66.9%
Institution:		% of Group Meeting	
Program Type:	BSN	Institution Benchmark:	N/A
Group Size:	10	Group National Mean:	68.5%
Date Test:	10/12/2016	Group Program Mean:	67.8%
# of Questions:	90	Group National Percentile Rank:	35
		Group Program Percentile Rank:	40

Group Performance Summary Table

ATI Proficiency Level	Individual Score Required for Proficiency Level	% and # of Group at Proficiency Level
Level 3	81.1% - 100.0%	0.0% (0)
Level 2	68.9% - 80.0%	40.0% (4)
Level 1	56.7% - 67.8%	60.0% (6)
Below Level 1	0.0% - 55.6%	0.0% (0)
Note: ATI Proficiency Levels pertain to individual scores only. Group scores are not classified by proficiency level.		

Individual National Mean	Individual Program Mean
68.3%	67.6%
% of Group Above Individual National Mean	% of Group Above Individual Program Mean
40.0%	40.0%

Group Performance in the Major Content Areas

Sub-Scale	# Items	Group Score	Group Mean		Group Percentile Rank	
			National	Program	National	Program
Safety and Infection Control	4	80.0%	N/A	N/A	N/A	N/A
Health Promotion and Maintenance	2	40.0%	N/A	N/A	N/A	N/A
Basic Care and Comfort	6	75.0%	56.0%	55.2%	99	99
Pharmacological and Parenteral Therapies	23	62.2%	71.2%	70.3%	11	14
Reduction of Risk Potential	21	75.2%	70.4%	70.3%	76	76
Physiological Adaptation	34	63.5%	66.7%	66.0%	27	30

NOTE: N/A indicates where means and percentile ranks are not presented for sub-scales with fewer than five items.

Group Scores

Group Scores	#	Adjusted Group Score	Adjusted Group Score (% correct)											
			1	10	20	30	40	50	60	70	80	90	100	
Sub-Scale	Items	Score												
Safety and Infection Control	4	80.0%										▲		
Accident/Error/Injury Prevention	1	100.0%											▲	
Standard Precautions/Transmission-Based Precautions/Surgical Asepsis	3	73.3%										▲		
Health Promotion and Maintenance	2	40.0%						▲						
Health Promotion/Disease Prevention	1	80.0%										▲		
High Risk Behaviors	1	0.0%	▲											
Basic Care and Comfort	6	75.0%										▲		
Mobility/Immobility	3	66.7%										▲		
Nutrition and Oral Hydration	3	83.3%											▲	
Pharmacological and Parenteral Therapies	23	62.2%										▲		
Adverse Effects/Contraindications/Side Effects/Interactions	4	45.0%						▲						
Blood and Blood Products	2	60.0%										▲		
Central Venous Access Devices	3	66.7%										▲		
Expected Actions/Outcomes	3	73.3%										▲		
Medication Administration	8	58.8%										▲		
Total Parenteral Nutrition (TPN)	3	80.0%											▲	
Reduction of Risk Potential	21	75.2%										▲		
Diagnostic Tests	3	90.0%											▲	
Laboratory Values	3	93.3%											▲	
Potential for Alterations in Body Systems	1	40.0%						▲						
Potential for Complications of Diagnostic Tests/Treatments/Procedures	3	60.0%										▲		
Potential for Complications from Surgical Procedures and Health Alterations	4	67.5%										▲		
System Specific Assessments	6	76.7%											▲	
Therapeutic Procedures	1	80.0%											▲	
Physiological Adaptation	34	63.5%										▲		
Alterations in Body Systems	11	74.5%											▲	
Fluid and Electrolyte Imbalances	3	76.7%											▲	
Hemodynamics	1	10.0%		▲										
Illness Management	14	59.3%										▲		
Medical Emergencies	2	65.0%										▲		
Pathophysiology	1	50.0%										▲		
Unexpected Response to Therapies	2	45.0%										▲		

Topics To Review

% of students
answering the
Item Correctly

Safety and Infection Control (4 items)	
Accident/Error/Injury Prevention (1 item)	
Seizures and Epilepsy: Seizure Precautions	100.0%
Standard Precautions/Transmission-Based Precautions/Surgical Asepsis (3 items)	
Gastrointestinal Diagnostic Procedures: Plan of Care for a Client Who Has Gastroenteritis	40.0%
Tuberculosis: Appropriate Interventions for a Client Who Has Tuberculosis	80.0%
Medical and Surgical Asepsis: Maintaining a Sterile Field	100.0%
Health Promotion and Maintenance (2 items)	
Health Promotion/Disease Prevention (1 item)	
Hypertension: Teaching Preventive Measures	80.0%
High Risk Behaviors (1 item)	
Diagnostic and Therapeutic Procedures for Female Reproductive Disorders: Client Teaching About Genital Herpes	0.0%
Basic Care and Comfort (6 items)	
Mobility/Immobility (3 items)	
Stroke: Caring for a Client Who Has Left-Sided Hemiplegia	30.0%
Postoperative Nursing Care: Preventing Complications	80.0%
Musculoskeletal Trauma: Preventing Complications	90.0%
Nutrition and Oral Hydration (3 items)	
Cancer Treatment Options: Caring for a Client Receiving Radiation	60.0%
Heart Failure and Pulmonary Edema: Dietary Teaching About Sodium Restrictions	90.0%
Polycystic Kidney Disease, Acute Kidney Injury, and Chronic Kidney Disease: Dietary Recommendations for a Client Who Has Nephrot	100.0%
Pharmacological and Parenteral Therapies (23 items)	
Adverse Effects/Contraindications/Side Effects/Interactions (4 items)	
Medications Affecting Blood Pressure: Monitoring for Medication Interactions	30.0%
Rheumatoid Arthritis: Reviewing Laboratory Values	30.0%
Antibiotics Affecting the Bacterial Cell Wall: Manifestations to Report to the Provider	60.0%
Nonopioid Analgesics: Medication Interactions	60.0%
Blood and Blood Products (2 items)	
Blood and Blood Product Transfusions: Initiating a Transfusion of Packed RBCs	40.0%
Blood and Blood Product Transfusions: Administration of Packed RBCs	80.0%
Central Venous Access Devices (3 items)	
Cardiovascular Diagnostic and Therapeutic Procedures: Flushing an Implanted Port	40.0%
Cardiovascular Diagnostic and Therapeutic Procedures: Accessing Implanted Port	70.0%
Cardiovascular Diagnostic and Therapeutic Procedures: Peripherally Inserted Central Catheter Care	90.0%
Expected Actions/Outcomes (3 items)	
Medications Affecting Urinary Output: Expected Findings of Medication Effectiveness	60.0%
Heart Failure and Pulmonary Edema: Therapeutic Effects of Furosemide	70.0%
Medications Affecting Blood Pressure: Administering Valsartan for Heart Failure	90.0%
Medication Administration (8 items)	
Cardiovascular and Hematologic Disorders: Teaching Client About Food Interaction with Warfarin	30.0%
Tuberculosis: Teaching About Medication Therapy	30.0%
Medications Affecting Blood Pressure: Contraindications for Nadolol	40.0%
Angina and Myocardial Infarction: Client Teaching About Nitroglycerin	60.0%
Hypertension: Expected Prescriptions to Receive	60.0%

Topics To Review

	% of students answering the Item Correctly
Pituitary Disorders: Treatment for Diabetes Insipidus	70.0%
Hematologic Diagnostic Procedures: Evaluating Client Understanding of Anticoagulant Therapy	80.0%
Cancer Treatment Options: Action to Prevent Chemotherapy-Induced Nausea and Vomiting	100.0%
Total Parenteral Nutrition (TPN) (3 items)	
Nutrition Assessment/Data Collection: Caring for a Client Who Has Pancreatitis	40.0%
Gastrointestinal Therapeutic Procedures: Calculating Protein Requirements	100.0%
Gastrointestinal Therapeutic Procedures: Discontinuing Total Parenteral Nutrition Therapy	100.0%
Reduction of Risk Potential (21 items)	
Diagnostic Tests (3 items)	
Neurologic Diagnostic Procedures: Preparing a Client for a Lumbar Puncture	70.0%
Electrocardiography and Dysrhythmia Monitoring: Analyzing a Cardiac Rhythm Strip	100.0%
Principles of Antimicrobial Therapy: Appropriate Intervention for Suspected Septicemia	100.0%
Laboratory Values (3 items)	
Electrolyte Imbalances: Increasing the Risk for Digoxin Toxicity	80.0%
Acid-Base Imbalances: Interpreting ABG Values	100.0%
Acid-Base Imbalances: Interpreting ABGs	100.0%
Potential for Alterations in Body Systems (1 item)	
Peptic Ulcer Disease: Monitoring Nasogastric Output	40.0%
Potential for Complications of Diagnostic Tests/Treatments/Procedures (3 items)	
Hepatitis and Cirrhosis: Client Positioning Following a Biopsy	20.0%
Gastrointestinal Therapeutic Procedures: Caring for a Client Receiving Enteral Feeding	80.0%
Renal Diagnostic Procedures: Caring for a Client Following a Kidney Biopsy	80.0%
Potential for Complications from Surgical Procedures and Health Alterations (4 items)	
Cushing's Disease/Syndrome: Ongoing Assessment to Detect Abnormal Findings	60.0%
Hyperthyroidism: Client Care Following Thyroidectomy	60.0%
Hemodynamic Shock: Multiple Organ Dysfunction Syndrome	70.0%
Gastrointestinal Therapeutic Procedures: Ostomy Complications	80.0%
System Specific Assessments (6 items)	
Inflammatory Bowel Disease: Priority Findings to Report for Appendicitis	40.0%
Renal Calculi: Assessing Client Pain	50.0%
Meningitis: Assessing for Client Findings	80.0%
Diabetes Mellitus Management: Recognizing Hypoglycemia	90.0%
Hemodialysis and Peritoneal Dialysis: Monitoring Patency of an Arteriovenous Graft	100.0%
Polycystic Kidney Disease, Acute Kidney Injury and Chronic Kidney Disease: Expected Findings	100.0%
Therapeutic Procedures (1 item)	
Arthroplasty: Preventing Complications Following Hip Arthroplasty	80.0%
Physiological Adaptation (34 items)	
Alterations in Body Systems (11 items)	
Hemodialysis and Peritoneal Dialysis: Intervening for Decreased Dialysate Flow Rate	40.0%
Postoperative Nursing Care: Priority Findings Following General Anesthesia	40.0%
Asthma: Using a Peak Flow Meter	60.0%
Cardiovascular Diagnostic and Therapeutic Procedures: Assisting with Placement of a Central Venous Catheter	70.0%
Postoperative Nursing Care: Monitoring for Wound Complications	70.0%
Respiratory Management and Mechanical Ventilation: Caring for a Client Who Is Receiving Mechanical Ventilation	70.0%
Acid-Base Imbalances: Identifying Client at Risk for Metabolic Alkalosis	90.0%

Topics To Review

	% of students answering the Item Correctly
Chronic Obstructive Pulmonary Disease: Positioning for Dyspnea	90.0%
Pancreatitis: Planning Care for Acute Pancreatitis	90.0%
Head Injury: Indications of Increased Intracranial Pressure	100.0%
Urinary Elimination: Indwelling Urinary Catheter Care	100.0%
Fluid and Electrolyte Imbalances (3 items)	
Electrolyte Imbalances: Manifestations of Sodium Imbalance	60.0%
Electrolyte Imbalances: Manifestations of Hypokalemia	80.0%
Fluid Imbalances: Clinical Manifestation of Hypervolemia	90.0%
Hemodynamics (1 item)	
Pacemakers: Identifying Postoperative Complications	10.0%
Illness Management (14 items)	
Chronic Obstructive Pulmonary Disease: Long-Term Management	0.0%
Hemodialysis and Peritoneal Dialysis: Manifestations of Peritonitis	0.0%
Complications of Diabetes Mellitus: Priority Interventions for Diabetic Ketoacidosis	10.0%
Disorders of the Eye: Indications of Glaucoma	40.0%
Hypothyroidism: Client Teaching	50.0%
Diabetes Mellitus Management: Teaching About Foot Care	60.0%
Musculoskeletal Trauma: Priority Findings to Report	70.0%
Disorders of the Eye: Age-Related Macular Degeneration	80.0%
Esophageal Disorders: Teaching About Self-Management of GERD	80.0%
Hepatitis and Cirrhosis: Priority Finding to Report	80.0%
Pressure Ulcers, Wounds, and Wound Management: Wound Care Following an Open Cholecystectomy	80.0%
Head Injury: Identification of Altered Respiratory Patterns	90.0%
Respiratory Management and Mechanical Ventilation: Interventions for Mechanical Ventilation	90.0%
Preoperative Nursing Care: Recognizing Deviations in Laboratory Values	100.0%
Medical Emergencies (2 items)	
Polycystic Kidney Disease, Acute Kidney Injury and Chronic Kidney Disease: Nursing Interventions to Prevent Acute Kidney Failure	60.0%
Emergency Nursing Principles and Management: Using Automated External Defibrillators (AEDs)	70.0%
Pathophysiology (1 item)	
Heart Failure and Pulmonary Edema: Recognizing Manifestations of Left-Sided Heart Failure	50.0%
Unexpected Response to Therapies (2 items)	
Postoperative Nursing Care: Interventions for Wound Disruption	40.0%
Blood and Blood Product Transfusions: Monitoring for Adverse Response to Multiple Blood Transfusions	50.0%

Outcomes

Nursing Process	No of Items	Group Score	Description
RN Assessment	14	67.9%	The assessment step of the nursing process involves application of nursing knowledge to the collection, organization, validation and documentation of data about a client's health status. The nurse focuses on the client's response to a specific health problem including the client's health beliefs and practices. The nurse thinks critically to perform a comprehensive assessment of subjective and objective information. Nurses must have excellent communication and assessment skills in order to plan client care.
RN Analysis/Diagnosis	23	70.9%	The analysis step of the nursing process involves the nurse's ability to analyze assessment data to identify health problems/risks and a client's needs for health intervention. The nurse identifies patterns or trends, compares the data with expected standards or reference ranges and draws conclusions to direct nursing care. The nurse then frames nursing diagnoses in order to direct client care.
RN Planning	16	72.5%	The planning step of the nursing process involves the nurse's ability to make decisions and problem solve. The nurse uses a client's assessment data and nursing diagnoses to develop measurable client goals/outcomes and identify nursing interventions. The nurse uses evidenced based practice to set client goals, establish priorities of care, and identify nursing interventions to assist the client to achieve his goals.
RN Implementation/Therapeutic Nursing Intervention	27	63.7%	The implementation step of the nursing process involves the nurse's ability to apply nursing knowledge to implement interventions to assist a client to promote, maintain, or restore his health. The nurse uses problem-solving skills, clinical judgment, and critical thinking when using interpersonal and technical skills to provide client care. During this step the nurse will also delegate and supervise care and document the care and the client's response.
RN Evaluation	10	56.0%	The evaluation step of the nursing process involves the nurse's ability to evaluate a client's response to nursing interventions and to reach a nursing judgment regarding the extent to which the client has met the goals and outcomes. During this step the nurse will also assess client/staff understanding of instruction, the effectiveness of interventions, and identify the need for further intervention or the need to alter the plan.

Priority Setting	No of Items	Group Score	Description
	11	57.3%	Ability to demonstrate nursing judgment in making decisions about priority responses to a client problem. Also includes establishing priorities regarding the sequence of care to be provided to multiple clients.

Thinking Skills	No of Items	Group Score	Description
Foundational Thinking in Nursing	18	71.1%	Ability to recall and comprehend information and concepts foundational to quality nursing practice.
Clinical Judgment/Critical Thinking in Nursing	72	65.8%	Ability to use critical thinking skills (interpretation, analysis, evaluation, inference, and explanation) to make a clinical judgment regarding a posed clinical problem. Includes cognitive abilities of application and analysis.

NCLEX®	No of Items	Group Score	Description
RN Safety and Infection Control	4	80.0%	The nurse uses preventive safety measures to promote the health and well-being of clients, significant others, and members of the health care team.
RN Health Promotion and Maintenance	2	40.0%	The nurse directs nursing care to promote prevention and detection of illness and support optimal health.
RN Basic Care and Comfort	6	75.0%	The nurse provides nursing care to promote comfort and assist client to perform activities of daily living.
RN Pharmacological and Parenteral Therapies	23	62.2%	The nurse administers, monitors and evaluates pharmacological and parenteral therapy.
RN Reduction of Risk Potential	21	75.2%	The nurse directs nursing care to decrease clients' risk of developing complications from existing health disorders, treatments or procedures.
RN Physiological Adaptation	34	63.5%	The nurse manages and provides nursing care for clients with an acute, chronic or life threatening illness.
QSEN	No of Items	Group Score	Description
Safety	30	66.0%	The minimization of risk factors that could cause injury or harm while promoting quality care and maintaining a secure environment for clients, self, and others.
Patient-Centered Care	14	60.7%	The provision of caring and compassionate, culturally sensitive care that is based on a patient's physiological, psychological, sociological, spiritual, and cultural needs, preferences, and values.
Evidence Based Practice	45	69.6%	The use of current knowledge from research and other credible sources to make clinical judgments and provide client-centered care.
Informatics	1	60.0%	The use of information technology as a communication and information gathering tool that supports clinical decision making and safe, scientifically based nursing practice.
NLN Competency	No of Items	Group Score	Description
Human Flourishing	10	56.0%	Human flourishing is reflected in patient care that demonstrates respect for diversity, approaches patients in a holistic and patient-centered manner, and uses advocacy to enhance their health and well-being.
Nursing Judgment	74	66.9%	Nursing judgment involves the use of critical thinking and decision making skills when making clinical judgments that promote safe, quality patient care.
Spirit of Inquiry	6	85.0%	A spirit of inquiry is exhibited by nurses who provide evidence based clinical nursing practice and use evidence to promote change and excellence.

BSN Essentials	No of Items	Group Score	Description
Liberal Education for Baccalaureate Generalist Nursing Practice	8	71.3%	The need for an education that exposes nurses to multiple fields of study providing the foundation for a global perspective of society as well as high level thinking and acquisition of skills that can be applied to complex patient and system-based problems.
Basic Organization and Systems Leadership for Quality Care and Patient Safety	14	62.9%	The need for nurses to be able to understand power relationships and use decision-making and leadership skills to promote safe practice and quality improvement within health care systems.
Scholarship for Evidence-Based Practice	44	69.8%	The need for nurses to be able to understand the research process and base practice and clinical judgments upon fact-based evidence to enhance patient outcomes.
Clinical Prevention and Population Health	17	63.5%	The need for nurses to be able to identify health related risk factors and facilitate behaviors that support health promotion, and disease and injury prevention, while providing population-focused care that is based on principles of epidemiology and promotes social justice.
Baccalaureate Generalist Nursing Practice	7	60.0%	The need for nurses to be able to practice as a generalist using clinical reasoning to provide care to patients across the lifespan and healthcare continuum and to individuals, families, groups, communities, and populations.

Individual Scores

Individual Mean-National = 68.3%

Individual Mean-Program = 67.6%

Name	Student Number	ATI Proficiency Level	Institution Benchmark Met	Percentile Rank		Adjusted Individual	Adjusted Individual Score (% correct)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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ATI PROFICIENCY LEVELS

Proficiency Level	Proficiency Level Definition	Score Range
Below Level 1	Scores below the Proficiency Level 1 standard can be considered below minimum expectations and can be indicative of significant risk in this content area. ATI strongly advises these students to develop and complete an intensive plan for focused review and remediation, including the use of ATI materials, textbooks, class notes, reference materials, and assistance from nurse educators.	0.0% to 55.6%
Level 1	Scores meeting the Proficiency Level 1 standard can be considered to meet the absolute minimum expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as likely to just meet NCLEX-RN® standards in this content area. ATI advises these students to develop and complete a rigorous plan of focused review in order to achieve a firmer grasp of this content.	56.7% to 67.8%
Level 2	Scores meeting the Proficiency Level 2 standard can be considered to exceed minimum expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as fairly certain to meet NCLEX-RN standards in this content area. ATI advises these students to engage in continuous focused review in order to improve their knowledge of this content.	68.9% to 80.0%
Level 3	Scores meeting the Proficiency Level 3 standard can be considered to exceed most expectations for performance in this content area. Scores at this level were judged by the content expert panel to indicate a student as likely to exceed NCLEX-RN standards in this content area. ATI advises these students to engage in continuous focused review to maintain and improve their knowledge of this content.	81.1% to 100.0%

ADJUSTED GROUP SCORE

The adjusted group score is the average of the adjusted individual total scores for this group of students. It is on a scale of 0% to 100%.

ADJUSTED INDIVIDUAL TOTAL SCORE

To adjust for possible differences in difficulty among the forms of this assessment, the raw score (the total number of items correct) is converted to the adjusted individual total score through a process known as equating. The adjusted individual total score is on a scale of 0% to 100%.

NATIONAL GROUP MEAN

This is the average score of all groups.

PROGRAM GROUP MEAN

This is the average score of all groups within your specified program type.

NATIONAL GROUP PERCENTILE RANK

This is the percentage of groups who scored at or below your group score.

PROGRAM GROUP PERCENTILE RANK

This is the percentage of groups within your program type who scored at or below your group score.

TOPICS TO REVIEW

Based on the questions missed on this assessment, a listing of content areas and topics to review is provided. A variety of learning resources can be used in the review process, including content, images, animations and videos in ATI's Content Mastery Series® Review Modules, online practice assessments, and a focused review that is individualized to the questions missed.

% OF GROUP MEETING INSTITUTION BENCHMARK

This is the percentage of students in this group who scored at or above your institution benchmark for this assessment. If your institution has not set a benchmark for this assessment, this field will be reported as "N/A."



Individual Performance Profile RN Comprehensive Predictor 2016

Individual Name:		Adjusted Individual Total Score:	70.7%
Student Number:		Predicted Probability of Passing	
Institution:		NCLEX-RN® on the First Attempt:	92%
Program Type:		National Mean:	67.9%
Test Date:	4/18/2016	Program Mean:	68.5%
# of Questions:	150	National Percentile Rank:	62
		Program Percentile Rank:	60

Individual Performance in the Major Content Areas

	#	Individual	Mean		Percentile Rank		Individual Score (% Correct)											
Sub-Scale	Items	Score	National	Program Type	National	Program Type	1	10	20	30	40	50	60	70	80	90	100	
Management of Care	30	80.0%	74.9%	75.5%	72	70											▲	
Safety and Infection Control	18	77.8%	64.1%	64.4%	92	91											▲	
Health Promotion and Maintenance	14	64.3%	70.0%	69.9%	42	42									▲			
Psychosocial Integrity	13	53.8%	66.4%	66.6%	28	27							▲					
Basic Care and Comfort	13	76.9%	60.2%	61.1%	89	88											▲	
Pharmacological and Parenteral Therapies	23	78.3%	60.9%	62.4%	93	92											▲	
Reduction of Risk Potential	18	61.1%	67.5%	68.0%	38	36									▲			
Physiological Adaptation	21	61.9%	73.0%	73.2%	23	22									▲			

Topics To Review

Management of Care (30 items)

Assignment, Delegation and Supervision (8 items)

Managing Client Care: Utilizing the Five Rights of Delegation (RN QSEN - Teamwork and Collaboration, RM L and M 6.0 Chp 1, Active Learning Template - Basic Concept)

Concepts of Management (3 items)

Overview of Community Health Nursing: Priority Action for Family in Grieving (RN QSEN - Patient-centered Care, RM CH RN 6.0 Chp 1, Active Learning Template - Basic Concept)

Continuity of Care (1 item)

Coordinating Client Care: Information to Include in Change-of-Shift Report (RN QSEN - Teamwork and Collaboration, RM L and M 6.0 Chp 2, Active Learning Template - Basic Concept)

Establishing Priorities (6 items)

Medications for Depressive Disorders: Priority Action for a Client Who Has Major Depressive Disorder (RN QSEN - Safety, RM MH RN 9.0 Chp 20, Active Learning Template - System Disorder)

Referrals (2 items)

Topics To Review

Continuity of Care: Identifying Community Resources for Client (RN QSEN - Teamwork and Collaboration, RM CH RN 6.0 Chp 7, Active Learning Template - Basic Concept)

Pressure Ulcers, Wounds, and Wound Management: Revising the Plan of Care (RM Fundamentals 8.0 Chp 55, Active Learning Template - System Disorder)

Safety and Infection Control (18 items)

Accident/Error/Injury Prevention (5 items)

Adverse Effects, Interactions, and Contraindications: Priority Action to an Allergic Response (RN QSEN - Safety , RM Pharm RN 6.0 Chp 5, Active Learning Template - Medication)

Meningitis and Reye Syndrome: Planning Care for a Child (RM NCC RN 9.0 Chp 12, Active Learning Template - System Disorder)

Safe Medication Administration and Error Reduction: Acceptable Client Identification (RN QSEN - Safety , RM Pharm RN 6.0 Chp 2, Active Learning Template - Basic Concept)

Ergonomic Principles (3 items)

Mobility and Immobility: Evaluating Client Understanding of Crutch Safety (RN QSEN - Safety , RM Fundamentals 8.0 Chp 40, Active Learning Template - Basic Concept)

Health Promotion and Maintenance (14 items)

Ante/Intra/Postpartum and Newborn Care (4 items)

Complications Related to the Labor Process: Client Positioning for Cesarean Birth (RM MN RN 9.0 Chp 16, Active Learning Template - Basic Concept)

Developmental Stages and Transitions (1 item)

Health Promotion of Infants (1 Month to 1 Year): Expected Gross Development (RM NCC RN 9.0 Chp 3, Active Learning Template - Growth and Development)

Health Promotion/Disease Prevention (4 items)

Nutrition Across the Lifespan: Adolescent Nutritional Needs (RN QSEN - Patient-centered Care, RM Nutrition 5.0 Chp 7, Active Learning Template - Growth and Development)

Health Screening (3 items)

Health Promotion of Infants (1 Month to 1 Year): Finding to Report (RM NCC RN 9.0 Chp 3, Active Learning Template - Basic Concept)

High Risk Behaviors (1 item)

Overview of Community Health Nursing: Secondary Prevention for Substance Use (RM CH RN 6.0 Chp 1, Active Learning Template - Basic Concept)

Psychosocial Integrity (13 items)

Crisis Intervention (3 items)

Mental Health Issues of Children and Adolescents: Priority Assessment for a Client Who Has Conduct Disorder (RN QSEN - Safety , RM MH RN 9.0 Chp 26, Active Learning Template - System Disorder)

Sexual Assault: Priority Intervention (RN QSEN - Patient-centered Care, RM MH RN 9.0 Chp 31, Active Learning Template - Basic Concept)

Cultural Awareness/Cultural Influences on Health (2 items)

Cultural, Ethnic, and Religious Influences: Food Selection for a Client Who Follows Buddhist Dietary Practices (RN QSEN - Patient-centered Care, RM Nutrition 5.0 Chp 6, Active Learning Template - Basic Concept)

Mental Health Concepts (4 items)

Bipolar Disorders: Recognizing Manifestations of the Manic Phase (RN QSEN - Patient-centered Care, RM MH RN 9.0 Chp 13, Active Learning Template - System Disorder)

Cognitive Disorders: Managing a Client Who Has Dementia (RN QSEN - Patient-centered Care, RM MH RN 9.0 Chp 16, Active Learning Template - Basic Concept)

Stress Management (1 item)

Stress Management: Teaching Relaxation Techniques (RM MH RN 9.0 Chp 9, Active Learning Template - Nursing Skill)

Basic Care and Comfort (13 items)

Nutrition and Oral Hydration (8 items)

Gastrointestinal Therapeutic Procedures: Evaluating a Client's Understanding of Diet (RM AMS RN 9.0 Chp 47, Active Learning Template - Therapeutic Procedure)

Topics To Review

Gastrointestinal Therapeutic Procedures: Manifestations of Early Dumping Syndrome (RM AMS RN 9.0 Chp 47, Active Learning Template - System Disorder)

Parkinson's Disease: Client Safety (RN QSEN - Patient-centered Care, RM AMS RN 9.0 Chp 7, Active Learning Template - System Disorder)

Pharmacological and Parenteral Therapies (23 items)

Adverse Effects/Contraindications/Side Effects/Interactions (12 items)

Contraception: Findings to Report (RN QSEN - Safety , RM MN RN 9.0 Chp 1, Active Learning Template - Medication)

Medications for Psychotic Disorders: Adverse Effects of Conventional Antipsychotics (RN QSEN - Safety , RM MH RN 9.0 Chp 22, Active Learning Template - Medication)

Medications for Psychotic Disorders: Reportable Findings in a Client Taking Clozapine (RN QSEN - Safety , RM MH RN 9.0 Chp 22, Active Learning Template - Medication)

Medication Administration (3 items)

Medications Affecting Coagulation: Client Teaching About Dabigatran (RN QSEN - Safety , RM Pharm RN 6.0 Chp 25, Active Learning Template - Medication)

Safe Medication Administration and Error Reduction: Performing a Medication Reconciliation (RN QSEN - Safety , RM Fundamentals 8.0 Chp 47, Active Learning Template - Basic Concept)

Reduction of Risk Potential (18 items)

Diagnostic Tests (2 items)

Diabetes Mellitus Management: Glycosylated Hemoglobin Blood Test (RN QSEN - Patient-centered Care, RM AMS RN 9.0 Chp 83, Active Learning Template - Diagnostic Procedure)

Laboratory Values (2 items)

Cardiovascular Diagnostic and Therapeutic Procedures: Performing a Blood Draw From a PICC Line (RM AMS RN 9.0 Chp 27, Active Learning Template - Nursing Skill)

Potential for Complications of Diagnostic Tests/Treatments/Procedures (6 items)

Cardiovascular Diagnostic and Therapeutic Procedures: Interventions for Air Embolism (RN QSEN - Safety , RM AMS RN 9.0 Chp 27, Active Learning Template - Therapeutic Procedure)

Gastrointestinal Therapeutic Procedures: Client Preparation for Paracentesis (RM AMS RN 9.0 Chp 47, Active Learning Template - Therapeutic Procedure)

Intravenous Therapy: Peripheral Catheter Insertion (RN QSEN - Safety , RM Fundamentals 8.0 Chp 49, Active Learning Template - Nursing Skill)

System Specific Assessments (2 items)

Respiratory Diagnostic Procedures: Findings Following Thoracentesis (RN QSEN - Patient-centered Care, RM AMS RN 9.0 Chp 17, Active Learning Template - Therapeutic Procedure)

Therapeutic Procedures (3 items)

Airway Management: Tracheostomy Care (RN QSEN - Teamwork and Collaboration, RM Fundamentals 8.0 Chp 53, Active Learning Template - Nursing Skill)

Physiological Adaptation (21 items)

Alterations in Body Systems (6 items)

Prenatal Care: Interventions for Urinary Frequency During Pregnancy (RN QSEN - Patient-centered Care, RM MN RN 9.0 Chp 4, Active Learning Template - System Disorder)

Hemodynamics (6 items)

Cardiovascular Disorders: Interventions for Decreased Cardiac Output (RN QSEN - Teamwork and Collaboration, RM NCC RN 9.0 Chp 20, Active Learning Template - System Disorder)

Electrocardiography and Dysrhythmia Monitoring: Purpose of Telemetry (RM AMS RN 9.0 Chp 28, Active Learning Template - Diagnostic Procedure)

Normal Physiological Changes During Pregnancy: Positioning for Optimal Cardiac Output (RM MN RN 9.0 Chp 3, Active Learning Template - Basic Concept)

Medical Emergencies (2 items)

Stroke: Managing an Ischemic Stroke (RN QSEN - Safety , RM AMS RN 9.0 Chp 15, Active Learning Template - System Disorder)

Pathophysiology (2 items)

Communicable Diseases, Disasters, and Bioterrorism: Identifying a Communicable Disease (RM CH RN 6.0 Chp 6, Active Learning Template - System Disorder)

Topics To Review

Gastrointestinal Structural and Inflammatory Disorders: Identifying Area of Pain in Appendicitis (RM NCC RN 9.0 Chp 23, Active Learning Template - System Disorder)

Unexpected Response to Therapies (2 items)

Bone and Soft Tissue Cancers: Interventions for Chemotherapy-Induced Stomatitis (RM NCC RN 9.0 Chp 41, Active Learning Template - System Disorder)

Outcomes

Nursing Process	No of Items	Individual Score	Description
RN Assessment	24	66.7%	The assessment step of the nursing process involves the nurse's ability to apply nursing knowledge to the systematic and continuous collection, organization, validation and documentation of data about a client's present health status. The nurse focuses on the client's response to a specific health problem or problems including the client's health beliefs and practices. The nurse must think critically to perform a comprehensive assessment of both subjective and objective information. Nurses must have excellent communication and physical assessment skills in order to identify the client's needs from which to plan care.
RN Analysis/Diagnosis	22	81.8%	The analysis step of the nursing process involves the nurse's ability to analyze assessment data to identify health problems/risks and a client's needs for health intervention. The nurse identifies patterns or trends, compares the data with expected standards or reference ranges and draws conclusions to direct nursing care. The nurse then frames nursing diagnoses in order to direct client care.
RN Planning	28	71.4%	The planning step of the nursing process involves the nurse's ability to make decisions and problem solve. The nurse uses a client's assessment data and nursing diagnoses to develop measurable client goals/outcomes and identify nursing interventions. The nurse uses evidenced based practice to set client goals, establish priorities of care, and identify nursing interventions to assist the client to achieve his goals.
RN Implementation/Therapeutic Nursing Intervention	57	68.4%	The implementation step of the nursing process involves the nurse's ability to apply nursing knowledge to implement interventions to assist a client to promote, maintain, or restore his health. The nurse uses problem-solving skills, clinical judgment, and critical thinking when using interpersonal and technical skills to provide client care. During this step the nurse will also delegate and supervise care and document the care and the client's response.
RN Evaluation	19	68.4%	The evaluation step of the nursing process involves the nurse's ability to evaluate a client's response to nursing interventions and to reach a nursing judgment regarding the extent to which the client has met the goals and outcomes. During this step the nurse will also assess client/staff understanding of instruction, the effectiveness of interventions, and identify the need for further intervention or the need to alter the plan.
Priority Setting in Nursing	No of Items	Individual Score	Description
	27	63.0%	Ability to demonstrate nursing judgment in making decisions about priority responses to a client problem. Also includes establishing priorities regarding the sequence of care to be provided to multiple clients.

Thinking Skills	No of Items	Individual Score	Description
Foundational Thinking in Nursing	24	70.8%	Ability to recall and comprehend information and concepts foundational to quality nursing practice.
Clinical Judgment/Critical Thinking in Nursing	126	70.6%	Ability to use critical thinking skills (interpretation, analysis, evaluation, inference, and explanation) to make a clinical judgment regarding a posed clinical problem. Includes cognitive abilities of application and analysis.

NCLEX®	No of Items	Individual Score	Description
RN Management of Care	30	80.0%	The nurse coordinates, supervises and/or collaborates with members of the health care team to provide an environment that is cost-effective and safe for clients.
RN Safety and Infection Control	18	77.8%	The nurse uses preventive safety measures to promote the health and well-being of clients, significant others, and members of the health care team.
RN Health Promotion and Maintenance	14	64.3%	The nurse directs nursing care to promote prevention and detection of illness and support optimal health.
RN Psychosocial Integrity	13	53.8%	The nurse directs nursing care to promote and support the emotional, mental and social well-being of clients and significant others.
RN Basic Care and Comfort	13	76.9%	The nurse provides nursing care to promote comfort and assist client to perform activities of daily living.
RN Pharmacological and Parenteral Therapies	23	78.3%	The nurse administers, monitors and evaluates pharmacological and parenteral therapy.
RN Reduction of Risk Potential	18	61.1%	The nurse directs nursing care to decrease clients' risk of developing complications from existing health disorders, treatments or procedures.
RN Physiological Adaptation	21	61.9%	The nurse manages and provides nursing care for clients with an acute, chronic or life threatening illness.

Clinical Areas	No of Items	Individual Score	Description
Fundamentals	16	75.0%	Ability to apply fundamental nursing principles and skills to basic needs of clients. Topics include foundational client care concepts (ie: medical and surgical asepsis, infection control, physical assessment, therapeutic communication, medication administration, pain management integral to the delivery of safe, ethical, and legal nursing practice.
Adult Medical-Surgical	35	68.6%	Ability to apply medical-surgical nursing knowledge to clinical problems experienced by adults. Topics include care of clients with cardiovascular, hematologic, gastrointestinal, neurosensory, endocrine, fluid and electrolyte, integumentary, lymph/immune/infectious, renal and urinary, musculoskeletal, reproductive, and respiratory disorders as well as topics relevant to perioperative nursing care and emergency care/triage.
Maternal Newborn	16	75.0%	Ability to apply nursing knowledge to perinatal nursing care. Topics include antepartum, intrapartum, and postpartum nursing care as well as care of the newborn.
Mental Health	16	50.0%	Ability to apply nursing knowledge to the care of clients with mental health disorders. Topics include foundational mental health concepts (e.g., therapeutic communication, therapeutic milieu, legal/ethical issues), care of clients experiencing psychobiologic disorders or psychiatric emergencies, and care of clients receiving traditional nonpharmacological and psychopharmacological therapies.
Nursing Care of Children	15	60.0%	Ability to apply nursing knowledge to clinical problems experienced by children. Topics include basic concepts (e.g., medication administration, physical assessment, nutritional needs), care of children with various system disorders, care of children experiencing pediatric emergencies (e.g., accidental poisoning, respiratory arrest), and care of children with psychosocial disorders.
Leadership	20	90.0%	Ability to manage the care of a caseload of clients and nursing care team while using principles of management and supervision. Topics include leadership skills (ie: interdisciplinary collaboration, advocacy, prioritization, delegation), performance improvement, continuity of client care, and principles of case management while ensuring safe client care and efficient utilization of human and material resources.
Community Health	7	42.9%	Ability to apply concepts related to public and community health. Topics include primary, secondary, and tertiary interventions, health screening, health related education, home health and injury prevention, disaster planning, and cultural diversity.
Pharmacology	18	83.3%	Ability to apply concepts related to the pharmacodynamics and pharmacotherapeutics of commonly prescribed medications for clients with physical and mental health disorders. Topics include principles of medication administration and dosage calculation, side/adverse effects, drug/food interactions, contraindications, and nursing implications integral to the safe administration of medications to clients across the lifespan.
Nutrition	7	71.4%	Ability to apply nursing knowledge to normal nutrition and diet therapy. Topics include the collection of data regarding nutritional status; implementation of actions to promote normal nutrition or dietary modification in response to illness; and evaluation of the client's response to diet therapy.

QSEN	No of Items	Individual Score	Description
Safety	47	72.3%	The minimization of risk factors that could cause injury or harm while promoting quality care and maintaining a secure environment for clients, self, and others.
Patient-Centered Care	39	74.4%	The provision of caring and compassionate, culturally sensitive care that is based on a patient's physiological, psychological, sociological, spiritual, and cultural needs, preferences, and values.
Evidence Based Practice	47	66.0%	The use of current knowledge from research and other credible sources to make clinical judgments and provide client-centered care.
Informatics	1	100.0%	The use of information technology as a communication and information gathering tool that supports clinical decision making and safe, scientifically based nursing practice.
Quality Improvement	4	100.0%	Care-related and organizational processes that involve the development and implementation of a plan to improve health care services and better meet the needs of clients.
Teamwork and Collaboration	12	58.3%	The delivery of client care in partnership with multidisciplinary members of the health care team, to achieve continuity of care and positive client outcomes.

NLN Competency	No of Items	Individual Score	Description
Human Flourishing	27	59.3%	Human flourishing is reflected in patient care that demonstrates respect for diversity, approaches patients in a holistic and patient-centered manner, and uses advocacy to enhance their health and well-being.
Nursing Judgment	66	74.2%	Nursing judgment involves the use of critical thinking and decision making skills when making clinical judgments that promote safe, quality patient care.
Professional Identity	19	73.7%	Professional identity reflects the professional development of the nurse as a member and leader of the health care team who promotes relationship-centered care, and whose practice reflects integrity and caring while following ethical and legal guidelines.
Spirit of Inquiry	38	71.1%	A spirit of inquiry is exhibited by nurses who provide evidence based clinical nursing practice and use evidence to promote change and excellence.

BSN Essentials	No of Items	Individual Score	Description
Basic Organization and Systems Leadership for Quality Care and Patient Safety	6	50.0%	The need for nurses to be able to understand power relationships and use decision-making and leadership skills to promote safe practice and quality improvement within health care systems.
Scholarship for Evidence-Based Practice	49	75.5%	The need for nurses to be able to understand the research process and base practice and clinical judgments upon fact-based evidence to enhance patient outcomes.
Information Management and Application of Patient Care Technology	4	75.0%	The need for nurses to be able to use computer-based information management systems and patient care technology in the provision of client care.
Healthcare Policy, Finance, and Regulatory Environments	1	100.0%	The need for nurses to be able to understand the role of regulatory agencies in relation to the development of health care policies and their effect on patient care services, access to care, financial reimbursement, and scope of nursing practice.
Interprofessional Communication and Collaboration	11	72.7%	The need for nurses to be able to function as a member of the healthcare team while promoting an environment that supports interprofessional communication and collaboration with the goal of providing patient-centered care.
Clinical Prevention and Population Health	23	73.9%	The need for nurses to be able to identify health related risk factors and facilitate behaviors that support health promotion, and disease and injury prevention, while providing population-focused care that is based on principles of epidemiology and promotes social justice.
Professionalism and Professional Skills	4	75.0%	The need for nurses to be able to practice nursing in a professional manner while providing patient-centered care that is caring, respects diversity, and is governed by legal and ethical tenets.
Baccalaureate Generalist Nursing Practice	52	65.4%	The need for nurses to be able to practice as a generalist using clinical reasoning to provide care to patients across the lifespan and healthcare continuum and to individuals, families, groups, communities, and populations.

ADJUSTED INDIVIDUAL TOTAL SCORE

To adjust for possible differences in difficulty among the forms of this assessment, the raw score (the total number of items correct) is converted to the adjusted individual total score through a process known as equating. The adjusted individual total score is on a scale of 0% to 100%.

PROBABILITY OF PASSING NCLEX-RN® ON THE FIRST ATTEMPT

The purpose of the “Predicted Probability of Passing NCLEX-RN on the First Attempt” is to provide a numeric indication of the likelihood of passing the NCLEX-RN at the student’s current level of readiness. For example, a student who has a score of 69.3% correct would be expected to have a 90% chance of passing the NCLEX-RN on the first attempt. Although this is a high probability of success, it is not a guarantee. The table below summarizes student performance on this assessment as it relates to NCLEX success.

RN COMPREHENSIVE PREDICTOR® 2016 EXPECTANCY TABLE

RN Comprehensive Predictor 2016 Individual Score	Predicted Probability of Passing the NCLEX-RN
80.0% to 100.0%	99%
77.3% to 79.3%	98%
74.0% to 76.7%	96% to 97%
72.0% to 73.3%	94% to 95%
70.0% to 71.3%	91% to 93%
68.7% to 69.3%	89% to 90%
66.7% to 68.0%	84% to 87%
65.3% to 66.0%	80% to 82%
63.3% to 64.7%	73% to 78%
60.0% to 62.7%	59% to 71%
54.0% to 59.3%	31% to 56%
0.0% to 53.3%	1% to 28%

NATIONAL MEAN

This is the average score of all examinees.

PROGRAM MEAN

This is the average score of all examinees within your specified program type.

NATIONAL PERCENTILE RANK

This is the percentage of examinees who scored at or below your score.

PROGRAM PERCENTILE RANK

This is the percentage of examinees within your program type who scored at or below your score.

TOPICS TO REVIEW

Based on the questions missed on this assessment, a listing of content areas and topics to review is provided. A variety of learning resources can be used in the review process, including content, images, animations and videos in ATI’s Content Mastery Series® Review Modules, online practice assessments, and a focused review that is individualized to the questions missed.



ATI Pulse™



Table of Contents

DESCRIPTION **3**

FEATURES **3**

- Predict NCLEX Success Early
- Find At-Risk Students
- Monitor ATI Product Usage

RECOMMENDED USE **4**

IMPLEMENTATION STRATEGIES **4**

ATI PULSE PREDICTIVE MODEL OVERVIEW **5**

FREQUENTLY ASKED QUESTIONS **9**

PRODUCT SUPPORT **11**

REFERENCES **11**

Description

Historically, indications of eventual NCLEX success or failure have been restricted to end-of-program assessments like our ATI Comprehensive Predictor. Although it is a highly predictive instrument that provides individualized recommendations for student remediation, the Comprehensive Predictor is not designed to dynamically follow a student through her academic career or inform of potential NCLEX remediation needs. To address this gap and provide earlier indications of remediation needs, ATI conducted a national study to determine whether performance on ATI's other products might be used to provide students and faculty with earlier indicators of "at risk" status. The result of ATI's national-level analysis was the creation of the predictive model: ATI Pulse. This new model is capable of identifying students who are at risk of NCLEX failure throughout their nursing program of studies.

The Student Engagement component of Pulse is intended to provide data driven views of student product usage versus ATI recommended benchmarks. These benchmarks were developed as part of other Educator Implementation Guides (EIGs), which are provided to advise on school policy for the use of ATI products. These benchmarks are designed to be used as a compass, though not directly associated with individual student success, but as an estimate to guide students and faculty as to the appropriate amount of time to spend in learning tools such as tutorials, practice tests, and quiz questions. The algorithms also account for the number of unique questions answered by a student versus the number of unique questions available. The intent is to provide analytics on student product usage that can help guide them toward ATI recommended utilization. The speedometer analytic is expressed as a percentage of usage versus ATI recommended benchmarks. The speedometer also provides color coding to give a visual understanding of progress. The views include aggregation at the highest level by student and drill down by content area, product, module, practice test, and quiz titles at a student level.

Features

PREDICT NCLEX SUCCESS EARLY

ATI Pulse categorizes students by risk factor, including On Track, Needs Improvement and At Risk, while providing trending visibility. ATI Pulse also provides a view on anticipated cohort level performance with both current and historical views.

FIND AT-RISK STUDENTS

ATI Pulse categorizes students by risk categories and identifies students who need the most remediation assistance. This provides students and schools with the time they need to improve scores and ultimately increase NCLEX pass rates.

MONITOR ATI PRODUCT USAGE

ATI Pulse provides comprehensive and detailed views of student and cohort product usage as compared to ATI recommended product usage benchmarks. This can help guide remediation, product policy creation, and policy monitoring.

Recommended Use

Ideally, all ATI Content Mastery Series proctored assessments should be administered prior to the ATI Comprehensive Predictor proctored assessment. This ensures that students and faculty have an opportunity to see all ATI Pulse predictions and that the prediction data is as accurate as possible. Administration of the ATI Comprehensive Predictor triggers ATI Pulse to stop providing predictions.

Students and faculty can see the earliest ATI Pulse prediction data if the school used the TEAS V admissions test. Upon completion of the TEAS V, the students' ATI Pulse scores will appear when students are admitted to the nursing program and have entered their ATI CDN Product ID Codes on the ATI website. This prompts the ATI Pulse system to provide the earliest predictive information, thus providing the earliest opportunity to create a student developmental/learning plan.

Student Engagement is intended to inform students and faculty as to the usage of products versus ATI recommended benchmarks. The speedometers provide insights to the overall usage level of the student, which informs the student and faculty of progress. This data can be used in tandem with the Pulse prediction components to gain a more holistic understanding of student success and risk. Students and faculty can view usage by content areas such as Fundamentals or Medical Surgical, so there is clarity on progress within core courses where ATI products are associated. Faculty and students can also drill down to lower levels by product, module, practice test, and quiz to obtain a granular view of student usage. This is useful when considering school ATI policy development and remediation strategies with students.

Implementation Strategies

- Provides real-time identification of students who might be at risk for low performance on the Comprehensive Predictor (and therefore at risk for first-time NCLEX failure).

- Acts as a comprehensive resource for faculty and staff who provide academic support to students who seek it (e.g., retention specialists, academic support staff, and NCLEX preparation specialists).

- Highlights real-time information related to students' individual learning needs.

- Facilitates student accountability for learning and self-identifying areas of need.

- Informs of remediation planning for individual students and class/course groups.

- Gives a source for measurable outcomes related to student developmental plans.

- Supports existing standardized testing policy.

- Acts as a central means for monitoring and evaluating existing policy related to standardized testing.

- Measures students' use of ATI assessments and resources (e.g., practice assessments, tutorial lessons, tutorial tests, case studies, and clinical reasoning scenarios).

- Informs of curriculum, program, and course evaluation regarding content mastery and/or content gaps.

- Provides program evaluation related to use of academic resources.

ATI Pulse Predictive Model Overview

The ATI Pulse model is designed to follow a nursing student throughout his academic career. During this progression through nursing school, the ATI Pulse model will provide individual students with a predicted probability of passing the NCLEX-RN¹, associated risk categories, and highlighted remediation needs. This document outlines several key features and considerations related to the ATI Pulse predictive model.

To develop the Pulse model, ATI conducted an analysis of a limited set of students using ATI products. The 47,545 students included in this analysis represented 1,280 ADN and BSN programs. Furthermore, all students in the analysis were actively preparing for the 2013 blueprint of the NCLEX-RN.

The goal of this analysis was to determine whether performance on ATI products² (other than the Comprehensive Predictor) might be used to provide students and faculty with earlier indicators of “at risk” status with regard to NCLEX-RN performance. Results of ATI’s large scale analysis expand upon similar, program-level, efforts exploring how ATI products are predictive of later NCLEX-RN performance (e.g., McCarty, Harris, & Tracz, 2014; Penprase, Harris, & Wu, 2013). The result of ATI’s national-level analysis was the creation of the predictive model: ATI Pulse™.

The ATI Pulse model provides a predicted probability of passing the NCLEX-RN that is based on a student’s current and historic performance across several proctored ATI assessments. Predicted probability of passing the NCLEX-RN is a function of a student’s predicted later performance on ATI’s Comprehensive Predictor assessment and the Comprehensive Predictor’s associated predicted probabilities of passing the NCLEX-RN. These predicted probabilities of passing the NCLEX-RN were evaluated by a team of nurse educators, and categories of risk status were qualitatively derived. Specifically, nurse educators viewed students with predicted probabilities of passing the NCLEX-RN greater than 90% as “on track,” and therefore “low risk.” Nurse educators further categorized students with predicted probabilities of passing NCLEX-RN between 80% and 89.9% as having “moderate need of remediation” and at “medium risk.” Lastly, nurse educators deemed students with predicted probabilities of passing NCLEX-RN lower than 80% as having “high need for remediation” and at “high risk” for NCLEX-RN failure (see Table 1).

Table 1. Nurse educator categorization of predicted probability pass, risk categories, and resulting remediation needs

Predicted probability of pass groupings	Risk category	Remediation Needs
0% to <80% probability of pass	High	“High Need for Remediation”
80% to <90% probability of pass	Medium	“Moderate Need of Remediation”
90% to 100% probability of pass	Low	“On Track”

ATI Pulse Predictive Model Overview *(continued)*

ATI Pulse is designed to provide early indications of whether students are on track to pass the NCLEX-RN. As with any early indicator, it is important to understand how accurately risk categories, remediation needs, and predicted probabilities of passing NCLEX-RN align with actual NCLEX-RN performance. To explore ATI Pulse's relationship with later NCLEX-RN performance, a comparable predictive model was developed for the 2010 NCLEX-RN blueprint and historical students' NCLEX-RN pass/fail status (supplied by partnering nursing institutions) was examined (see Table 2). This examination of performance within an earlier population of NCLEX-RN examinees is ideal in that it provides a unique insight into a population of students that were not afforded ATI Pulse's early warnings or identification of remediation needs. As seen in Table 2, the ATI Pulse predicted probabilities of pass and risk categories correspond with observed NCLEX-RN outcomes³. Similar efforts to collect students' actual NCLEX-RN pass/fail experiences for the 2013 blueprint are currently underway. Once enough sample is achieved, analysis of ATI Pulse's relationship with 2013 NCLEX-RN blueprint outcomes will be summarized.

Table 2. Student NCLEX-RN performance as a function of Pulse predictive grouping

Predicted probability of pass groupings	Risk category	Actual NCLEX-RN % Pass
0% to <80% probability of pass	High	62.9% (n=377)
80% to <90% probability of pass	Medium	87.8% (n=974)
90% to 100% probability of pass	Low	97.0% (n=2,580)

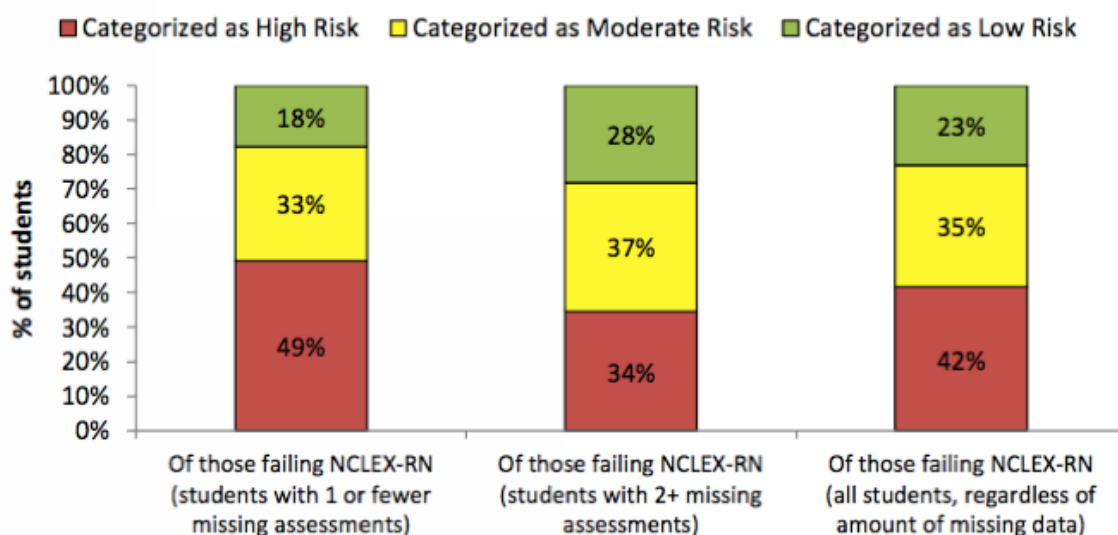
Note: 2010 NCLEX-RN % Pass n = 3,931. Predicted probability of pass is based on ATI Pulse model.

By the end of a student's academic journey, she ideally will have provided the ATI Pulse model with values associated with the following proctored assessments: ATI's Test of Essential Academic Skills (TEAS V) and ATI's Content Mastery Series Assessments (Fundamentals, Adult Medical Surgical, Leadership, Maternal Newborn, Mental Health, Nursing Care of Children, Community Health, and Pharmacology). Depending on the academic tenure of a nursing student, more or less data will be available to be entered into the ATI Pulse predictive model. Although the ATI Pulse model will maintain a high degree of accuracy when data from only a few assessments are available, the predictive accuracy is made more precise when all Pulse-related tests are administered.

ATI Pulse Predictive Model Overview *(continued)*

Since the NCLEX-RN's inception, predicting students' later performance on the assessment has been the focus of both small- and large-scale research studies. Although successfully predicting which students will pass NCLEX-RN has been repeatedly achieved with relative ease, successfully identifying which students will fail the NCLEX-RN has proven more difficult (e.g., Seldomridge, & DiBartolo, 2004; Spurlock & Hunt, 2008) and commonly only results in 33% to 50% of future NCLEX-RN failures being correctly identified. When evaluating ATI Pulse's efficacy using a historical sample of students, individual predicted probabilities of passing the NCLEX-RN were aligned with specific risk categories (e.g., low, medium, and high risk). Based on these risk categories, 71% to 82% of the students that failed the NCLEX-RN were identified as either moderate or high risk (see Figure 1). This means that, had ATI Pulse been in place within these students' programs of study, potential earlier remediation interventions could have been identified and implemented to improve student outcomes on the NCLEX-RN. Also of note, 18% to 28% of students failing the NCLEX-RN were categorized as low risk for NCLEX-RN failure. It is important to note that "low" risk does not imply no risk, or a predicted probability of passing the NCLEX-RN equaling 100%. As such, it is completely within expectations that some students failing the NCLEX-RN were previously categorized as low or medium risk.

Figure 1. ATI Pulse risk categories for students that went on to fail the NCLEX-RN.



Note: Fail status is based on NCLEX-RN 2010 blueprint and its associated ATI Pulse predictive modeling. Fail status was collected by participating institutions. Overall n=337; 1 or fewer missing assessments n = 163; 2+ missing assessments n = 174 students failing NCLEX. 2013 blueprint pass fail status is currently being collected.

ATI Pulse Predictive Model Overview (continued)

Based on results displayed in Table 2 and Figure 1, it can be concluded that the ATI Pulse model accurately classified the majority of remediation needs for students based on their historical performance on ATI proctored assessments. Specifically, 97% of students within the low-risk category went on to successfully pass the NCLEX-RN on their first attempt. Furthermore, up to 82% of students that went on to fail the NCLEX-RN on their first attempt were classified as “moderate risk” to “high risk” and in need of NCLEX-RN related remediation. These findings suggest that ATI Pulse is an effective approach for gaining earlier insights into later NCLEX-RN performance.

As ATI Pulse functions as an early indicator of later Comprehensive Predictor performance, it is important for students to receive a final Comprehensive Predictor-based probability of passing NCLEX-RN⁴. In addition to providing a final probability of passing the NCLEX-RN (vs. a predicted probability), the Comprehensive Predictor also provides students with NCLEX-style questions and targeted study materials that are mapped to individual knowledge gaps immediately prior to taking the NCLEX-RN assessment.

ATI recognizes its unique ability to understand key indicators of academic performance across tens of thousands of nursing students annually. We are proud to continue to be able to provide students and faculty better tools by which successful remediation can be achieved. Through ATI Pulse, we are confident that we can help empower students to act earlier in order realize their NCLEX-RN goals.

NOTES:

¹ NCLEX, NCLEX-RN, and NCLEX-PN are registered trademarks of the NCSBN.

² ATI assessments included were ATI’s Test of Essential Academic Skills (TEAS V) and ATI’s Content Mastery Series Assessments (Fundamentals, Adult Medical Surgical, Leadership, Maternal Newborn, Mental Health, Nursing Care of Children, Community Health, and Pharmacology).

³ As ATI Pulse usage increases, more data will become available. This document’s analyses represent a snapshot in time, and analytical optimization of Pulse prediction will be ongoing. As ATI continues with Pulse development, enhancements, new features, and different functionality may be introduced.

⁴ The primary purpose of ATI Pulse is to provide additional prediction and validation of nursing student performance, as well as continuous opportunities to offer targeted remediation. Accordingly, ATI Pulse is not intended for use in a “high-stakes” fashion, nor should it be used to screen students out of a program or to penalize students for their lack of ATI product use. As with all testing and predictive tools, ATI Pulse findings and indicators come with a margin of error that is both common and expected and results from a variety of factors. Administration of ATI’s TEAS assessment and all ATI’s Content Mastery Series proctored test subjects will lead to more accurate ATI Pulse predictions. While the predictive analysis of ATI Pulse will offer meaningful data to school faculty and administrators, it should never be used as a sole criterion for evaluating student performance.

Frequently Asked Questions

1. HOW DO I ACCESS PULSE?

Please input your cohort CDN Product ID code, which will trigger Pulse to become active. Please note that a CDN code must be used for Pulse to function properly. The utilization of individual Product ID codes that are not associated with the cohort CDN Product ID code could cause data gaps and errors in Pulse.

2. ARE THERE DIFFERENT ATI PULSE MODELS FOR STUDENTS ENROLLED IN A BSN VS. IN AN ADN PROGRAM?

Although the same methodology and analytical processes were used to create BSN and ADN versions of the ATI Pulse model, separate predictive algorithms exist for students enrolled in ADN vs. BSN programs. The different predictive algorithms emphasize or de-emphasize certain predictors of later NCLEX-RN success as a function of how they perform analytically within these two student populations. Despite ATI Pulse's program-specific weighting of predictors, comparable predictive accuracy is achieved for both ADN and BSN program types.

2. DOES THE ATI PULSE MODEL INCLUDE STUDENTS' GPA OR COURSE GRADES?

Although frequently found to be a predictor of later NCLEX-RN performance, GPA and course grades are not part of ATI's Pulse predictive model. The reason for not including these grade-based metrics is twofold. First, distribution of course grades and GPA are likely to vary as a function of faculty grading difficulty. As a result, course grades highly predictive of NCLEX-RN success at one institution might only be marginally predictive at another institution. The second reason for not including GPA or course grades is that ATI does not have broad access to students' grades or overall GPA data. Combined, these analytical hurdles prevent GPA or course grades' inclusion into the ATI Pulse product.

3. WHAT IF MY PROGRAM DOES NOT USE ONE OR MORE OF THE ASSESSMENTS THAT ARE PART OF THE ATI PULSE MODEL?

ATI Pulse's accuracy is negatively affected by greater amounts of missing data. However, values for missing assessments can be estimated, and students are still provided with predicted probabilities of passing NCLEX-RN. It is strongly recommended that ATI Pulse users strive to use all ATI products included within the predictive algorithm. Increased use of the designated ATI products will improve the predictive outcomes of ATI Pulse.

Frequently Asked Questions (Continued)

4. DOES THE ATI PULSE MODEL REQUIRE THAT PROCTORED ASSESSMENTS BE ADMINISTERED IN A CERTAIN ORDER?

Other than the Test of Essential Academic Skills (TEAS V) being administered as part of a broader admissions screening process, all other ATI assessments included in the ATI Pulse model can be administered in any order during the course of a nursing student's academic career.

Ideally, all ATI Content Mastery Series proctored assessments should be administered prior to the ATI Comprehensive Predictor proctored assessment. This ensures that students and faculty have an opportunity to see all ATI Pulse predictions and that the prediction data is as accurate as possible. Administration of the ATI Comprehensive Predictor triggers ATI Pulse to stop providing predictions. Students and faculty can see the earliest ATI Pulse prediction data if the school used the TEAS V admissions test. Upon completion of the TEAS V, the students' ATI Pulse scores will appear when students are admitted to the nursing program and have entered their ATI CDN Product ID Codes on the ATI website. This prompts the ATI Pulse system to provide the earliest predictive information, thus providing the earliest opportunity to create a student developmental/learning plan.

5. WHY DON'T ATI TUTORIALS OR PRACTICE TESTS FACTOR INTO THE ATI PULSE'S PREDICTED LIKELIHOOD OF PASSING THE NCLEX-RN?

Although significant positive outcomes are associated with ATI tutorials and practice tests, ATI chose to not include these products in this version of the ATI Pulse. Currently, the conditions under which tutorials and practice tests are used do not have enough consistency across programs or products. Although some programs integrate tutorials and practice tests into coursework and graded assignments, other programs do not have any policy regarding tutorial or practice test usage. ATI is frequently unaware of the nuances associated with these faculty-level decisions regarding product usage. As such, only proctored examinations were included in the ATI Pulse model.

6. HOW CAN STUDENTS INCREASE THE ATI PULSE COMPUTED PREDICTED PROBABILITY OF PASSING THE NCLEX-RN?

ATI Pulse only uses a student's first-attempt proctored score for each ATI assessment when computing the predicted probability of passing NCLEX-RN statistic. Due to variability in nursing programs' policies regarding tutorial usage and second or greater attempts on proctored assessments, ATI is unable to reliably model this type of data. Despite this analytical limitation, ATI encourages programs to build student remediation plans that include retesting on content mastery assessments when lower-than-desired performance was achieved during the first proctored examination. In addition to potentially allowing students multiple attempts on proctored assessments, students and faculty can use the ATI Pulse dashboard to understand which remediation tools (e.g., tutorials) are available. Although subsequent remediation efforts are designed to increase students' nursing content mastery, these behaviors are not currently translatable into an analytical change in a student's predicted probability of passing NCLEX.

Frequently Asked Questions *(Continued)*

7. CAN I GET A COPY OF THE ATI PULSE METHODOLOGIES AND FORMULAE?

Thank you for your interest in our model and the exciting promise it offers! Unfortunately, the ATI Pulse model, its methodologies, and its underlying analytical techniques are proprietary and may not be distributed.

8. WHAT COMPONENTS ARE PART OF THE STUDENT ENGAGEMENT ALGORITHM?

Student Engagement is comprised of ATI recommended benchmarks for time spent in learning resources such as tutorials, ATI Content Mastery Series (CMS) Practice Tests, quizzes such as Learning System, pre/post tests such as in Skills Modules, Pharmacology Made Easy, etc., and the number of unique questions answered versus the number of unique questions available. The student data are aggregated and distilled depending on the view and expressed as a percentage of usage versus ATI recommended benchmarks. The speedometers are also color coded to provide faster interpretation where red = at-risk, yellow = needs improvement, and green = on track.

9. HOW OFTEN DOES STUDENT ENGAGEMENT REFRESH?

The Student Engagement speedometer data will refresh every 10 minutes.

Product Support

At ATI Nursing, we pride ourselves on timely, effective support to meet your needs. Please contact us at 800-667-7531 if you need assistance with this product.

Please be sure to verify the technical requirements on the ATI website to ensure you have the optimal product experience.



References

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Spurlock, D. R. & Hunt, L. A. (2008). A study of the usefulness of the HESI exit exam in predicting NCLEX-RN failure. *Journal of Nursing Education*, 47, 157-166.

NURS 1000 – Health Assessment and Fundamentals of Nursing				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
ATI Plan Student Orientation	Nurse Logic Beginning Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	Critical Thinking Assessment: Entrance	Diagnostic Procedure	Fundamentals for Nursing Review Module
Learning System Quizzes	Self-Assessment Inventory	RN Fundamentals	Medication	Nutrition for Nursing Review Module
Nurse Logic	RN Fundamentals		Nursing Skill	Pharmacology for Nursing RN Review Module
	Targeted Medical-Surgical		Systems Disorder	
			Therapeutic Procedure	
			Growth & Development	

NURS 1001 –Pathopharmacology for Nursing Practice				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Nurse Logic	Nurse Logic Beginning Students Tests	Custom Assessment Builder	Basic Concept	Fundamentals for Nursing Review Module
Video Case Studies	Custom Assessment Builder	RN Pharmacology	Diagnostic Procedure	Adult Medical Surgical Nursing RN Review Module
Learning System Quizzes	RN Pharmacology		Medication	Nutrition for Nursing Review Module
			Nursing Skill	Pharmacology for Nursing RN Review Module
			Systems Disorder	
			Therapeutic Procedure	
			Growth & Development	

NURS 1002 –Theory & Nursing Practice for Behavioral Health				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Achieve	Nurse Logic Beginning Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	RN Mental Health	Diagnostic Procedure	Community Health RN Review Module
Learning System Quizzes	RN Mental Health		Medication	Fundamentals for Nursing Review Module
Nurse Logic			Nursing Skill	Nutrition for Nursing Review Module
			Systems Disorder	Pharmacology for Nursing RN Review Module

NURS 2001 –Theory & Nursing Practice Perinatal-Women’s Health				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Achieve	Nurse Logic Advanced Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	RN Maternal Newborn	Diagnostic Procedure	Community Health RN Review Module
Learning System Quizzes	RN Maternal Newborn		Medication	Fundamentals for Nursing Review Module
Nurse Logic			Nursing Skill	Leadership and Management Review Module
			Systems Disorder	Maternal Newborn Nursing RN Review Module
			Therapeutic Procedure	Mental Health Nursing RN Review Module
			Growth & Development	Nursing Care of Children RN Review Module
				Nutrition for Nursing Review Module
				Pharmacology for Nursing RN Review Module

NURS 2002–Theory & Nursing Practice for Child Health				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Achieve	Nurse Logic Advanced Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	RN Nursing Care of Children	Diagnostic Procedure	Community Health RN Review Module
Learning System Quizzes	RN Nursing Care of Children		Medication	Fundamentals for Nursing Review Module
Nurse Logic			Nursing Skill	Leadership and Management Review Module
			Systems Disorder	Maternal Newborn Nursing RN Review Module
			Therapeutic Procedure	Mental Health Nursing RN Review Module
			Growth & Development	Nursing Care of Children RN Review Module
				Nutrition for Nursing Review Module
				Pharmacology for Nursing RN Review Module

NURS 3001 – Theory & Nursing Practice for Community Health				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Achieve	Nurse Logic Advanced Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	RN Community Health	Diagnostic Procedure	Community Health RN Review Module
Learning System Quizzes	RN Community Health	RN Nutrition	Medication	Fundamentals for Nursing Review Module
Nurse Logic	RN Nutrition		Nursing Skill	Leadership and Management Review Module
			Systems Disorder	Maternal Newborn Nursing RN Review Module
			Therapeutic Procedure	Mental Health Nursing RN Review Module
			Growth & Development	Nursing Care of Children RN Review Module
				Nutrition for Nursing Review Module
				Pharmacology for Nursing RN Review Module

NURS 4000 –Theory & Nursing Practice for Acutely Ill Adults				
Products Tab			Integration Resources	
Tutorials/Simulations	Practice Assessments	Proctored Assessments	Active Learning Templates	Print and eBooks
Achieve	Nurse Logic Advanced Students Tests	Custom Assessment Builder	Basic Concept	Adult Medical Surgical Nursing RN Review Module
Video Case Studies	Custom Assessment Builder	RN Adult Medical Surgical	Diagnostic Procedure	Community Health RN Review Module
Learning System Quizzes	RN Adult Medical Surgical	RN Leadership	Medication	Fundamentals for Nursing Review Module
	RN Leadership	RN Comprehensive Predictor	Nursing Skill	Leadership and Management Review Module
	RN Comprehensive Predictor		Systems Disorder	Maternal Newborn Nursing RN Review Module
			Therapeutic Procedure	Mental Health Nursing RN Review Module
			Growth & Development	Nursing Care of Children RN Review Module
				Nutrition for Nursing Review Module
				Pharmacology for Nursing RN Review Module

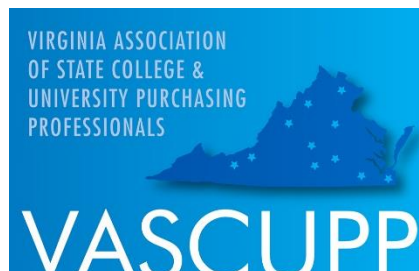


Request for Proposal

RFP# LBS-1044

Online Healthcare Curriculum Solutions

February 28, 2019



REQUEST FOR PROPOSAL

RFP# LBS-1044

Issue Date: February 28, 2019
Title: Online Healthcare Curriculum Solutions
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 2, 2019 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By:

(Signature in Ink)

Name:

(Please Print)

Date:

Title:

Web Address:

Phone:

Email:

Fax #:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LBS-1044

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Pages	2-5
V.	PROPOSAL PREPARATION AND SUBMISSION	Pages	5-7
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Pages	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Pages	15-22
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	23
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet (<i>All Offerors are required to complete</i>)		
	B. SWaM Utilization Plan (<i>All Offerors are required to complete</i>)		
	C. Sample of Standard Contract		
	D. Information Technology Services Addendum (<i>All Offerors are required to complete</i>)		
	E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (<i>All Offerors are required to complete</i>)		
	F. HECVAT Lite - attached as a separate Excel spreadsheet (<i>All Offerors are required to complete</i>)		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide **online healthcare curriculum solutions** for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU School of Nursing consists of approximately 1,999 students enrolled in the traditional Bachelor of Nursing program (*1407 students enrolled with 359 in the upper division courses*), 133 students enrolled in the RN to BSN Completion Program, 91 students enrolled in the Master of Science in Nursing (MSN) program, and 36 students in the Doctor of Nursing Practice (DNP) program.

The primary mission of the School of Nursing (SON) is to engage students, faculty and communities through dynamic and innovative nursing education, practice and scholarship to influence health in our world. In order to support and accomplish this mission the nursing faculty has identified a vision to be a SON nationally recognized for academic excellence and innovative contributions to healthcare. The values of the School of nursing are a commitment to:

- **Integrity:** being honest, sincere and just in all of our endeavors
- **Caring:** sharing compassion, kindness and authenticity with those we encounter
- **Excellence:** pursuing the highest quality in teaching, learning, scholarship and service
- **Collaboration:** cultivating partnerships built on respect, trust and commitment
- **Advocacy:** providing a voice for those we serve and promoting policies that improve healthcare for all
- **Inclusivity:** honoring the richness that diverse perspectives bring to our world
- **Resilience:** achieving inner strength and wisdom by adapting to life's challenges

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University (JMU) has identified two (2) areas where online solutions are needed to support curriculums for healthcare programs: 1) a solution that can prepare students enrolled in JMU's Nursing Program to become more proficient in using an electronic health records program in the health care environment and 2) a comprehensive assessment and review program (*adaptive assessments, instructional supports, comprehensive predictors, and customized Live NCLEX Review*). JMU reserves the right to award to separate firms in order to meet the needs of each identified area. Contactor shall provide all related software, professional services, implementation services, training, and staff for their offered solution(s).

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of the solution. It is expected that any proposed solution will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed software.

Offerors may respond to Section A, Section B, or both dependent upon the solutions being offered.

A. Electronic Health Record Solution

1. Provide an executive summary of the proposed solution to include detail on the functionality/components that are included in the base resource along with detail on optional components/modules and their associated functionality.
2. Describe system's ability to support teaching in all phases of the clinical process through evidence and clinical outcomes.
3. Describe the major system features that support simulated clinical experiences.
4. Describe system's ability to support multidisciplinary assessments and plans of care.
5. Describe system's ability to support informatics and basic evidence research for faculty and students.
6. Describe the major features for faculty to view the student's entries into the patients' record and evaluate the student's level of performance.
7. Describe the major features for faculty to evaluate the student's assessment, plans of care, and documentation.
8. Describe the major features for faculty to develop teaching cases for on-line presentation and classroom instruction.
9. Describe the major features for faculty to develop evidence-based practice content as on-line guidelines and instruction materials.
10. Describe the major features for faculty to register and create new patients in the system with detailed health histories including designation of allergies and problems supported with standard terminology.
11. Describe the major features for faculty and students to create individualized evidence-

based plans of care for the patient.

12. Describe the major features for the student to enter clinical information pertinent to the care of the case based on standard defined forms and review the outcomes of the case.
13. Describe the extent to which the faculty user can configure or customize all fields, labels, forms, reports, input/output screens, formats, menus, etc.
14. Describe what expert knowledge databases are provided with the system that provides latest evidence-based practice guidelines and drug interaction checking.
15. Describe reference text capability that allows guidelines, levels of evidence, and links to other resources to be embedded behind any documentation field, problem, order or result.
16. Describe how clinical decision-support is available for all disciplines with hypertext linking to the World Wide Web.
17. Describe the training options available to system users (*students and faculty*). Specify any associated costs in Section X Pricing Schedule.
18. Describe the sign-up process for students. Describe authentication options available. Specify any associated costs in Section X Pricing Schedule.
19. Describe the support options available through your company including on-going support of the application. Specify any associated cost in Section X Pricing Schedule.
20. Describe and include any applicable licensing such as an application/solution license, SLA, maintenance agreement, etc.
21. Describe the escalation process that JMU will follow in the event that problems are discovered with applications and/or services after its launch.
22. Describe typical implementation timeline. Specify any associated costs in Section X Pricing Schedule.
23. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them. Describe services not available during scheduled maintenance.
24. Describe the application security features for data.
25. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying data. Describe vendor and partner practices related to moving and copying data.
26. Describe any exit strategies you offer.
27. Describe the payment process.
28. The JMU School of Nursing will require trial access of the proposed solution from select offerors. Selection for product trials will be at the sole discretion of the University and notification will be made to these offerors. Specify the process and implementation timeframe for the University to acquire access if your firm is selected for trial.

B. Comprehensive Assessment/Review Program:

1. Provide an executive summary of the proposed solution to include detail on the functionality/components that are included in the base resource along with detail on optional components/modules and their associated functionality.
2. Describe the system's ability to support a combination of substantive material and assessment driven review for the NCLEX (*National Council Licensure Examination*).
3. Describe the system's ability to provide test prep bank questions (*both static and adaptive options*) for NCLEX preparation.
4. Describe the features and alignment for the comprehensive live NCLEX review.
5. Describe the program's ability to provide content mastery through remediation and adaptive assessment.
6. Describe the programs ability to provide case study scenarios (*both written and virtual*).
7. Describe how the program provides individualized data to support NCLEX success.
8. Describe the program ability to accommodate a custom content mid-curricular assessment.
9. Describe the training options available to system users (*students and faculty*). Specify any associated costs in Section X Pricing Schedule.
10. Describe the support options available through your company including on-going support of the application. Specify any associated costs in Section X Pricing Schedule.
11. Describe and include any applicable licensing such as an application/solution license, SLA, maintenance agreement, etc.
12. Describe the escalation process that JMU will follow in the event that problems are discovered with applications and/or services after its launch.
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16. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying data. Describe vendor and partner practices related to moving and copying data.
17. Describe any exit strategies you offer.
18. Describe the payment process.

19. The JMU School of Nursing will require trial access of the proposed solution from select offerors. Selection for product trials will be at the sole discretion of the University and notification will be made to these offerors. Specify the process and implementation timeframe for the University to acquire access if your firm is selected for trial.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must

indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the

Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined

at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education

and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase

order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		
	Name of Purchasing Officer: <hr/>		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians.

For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to

work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the

agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

T. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

U. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the *Code of Virginia*.

- V. **EXCESSIVE DOWNTIME:** Software furnished under the contract shall be capable of continuous operation. Should the software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification.
- W. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- X. **RENEWAL OF MAINTENANCE:** Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- Y. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

- Z. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- AA. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- BB. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- CC. DEMONSTRATIONS: By submitting a proposal, the offeror certifies that the specified software is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require offerors to demonstrate the functionality of proposed software to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their offer being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet (*All Offerors are required to complete*)

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan (*All Offerors are required to complete*)

Attachment C: Standard Contract Sample

Attachment D: Information Technology Services Addendum (*All Offerors are required to complete*)

Attachment E: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (*All Offerors are required to complete*)

Attachment F: HECVAT Lite- attached as a separate Excel spreadsheet (*All Offerors are required to complete*)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D
James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

Definitions:

- **Agreement:** The “Agreement” includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor’s Form.
- **University:** “University” or “the University” means James Madison University, its trustees, officers and employees.
- **University Data:** “University Data” is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
- **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Contractor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor’s employees, and subcontractors when

applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.

- i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a “school official” with “legitimate educational interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.
- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SOC 2 or other security report deemed sufficient by the University from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is “preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

- c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Background Checks and Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Security Breach:

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
 - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
 - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
 - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

JAMES MADISON UNIVERSITY

CONTRACTOR

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: Buyer Senior

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT E
COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: James Madison University

CONTRACTOR NAME: _____

DATE: _____

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs **1 through 18** shall have any effect or be enforceable against the Commonwealth:

- 1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
- 2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
- 3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
- 4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**
- 5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
- 6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
- 7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**

8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by _____

CONTRACTOR by _____

Title _____

Title _____

Printed Name _____

Printed Name _____