



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13620

Upon motion of Supervisor Alejo, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with The CBORD Group, Inc., for food and nutrition software services at NMC for an amount not to exceed \$109,770.32 with an agreement term effective when signed by NMC for a one (1) year period (July 11, 2017 through July 10, 2018 and with the option to extend up to four (4) additional years via written amendment; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 11, 2017.

Dated: July 12, 2017  
File ID: A 17-290

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

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CBORD®  
SOFTWARE, SUPPORT, and HARDWARE MAINTENANCE AGREEMENT

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THIS AGREEMENT, by and between The CBORD Group, Inc., hereinafter referred to as "CBORD" and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Customer," an acute care hospital, is effective as of the date signed by the last party.

The parties agree:

DEFINITIONS:

"System" shall mean items consisting of CBORD Software and Hardware products, and other Third-party Software and Hardware, as further described in Attachment I, and as may be updated or otherwise amended by the parties from time to time.

"Software" shall mean the CBORD proprietary software and other related CBORD modules

"Third Party Software and/or Hardware" shall mean software and hardware that CBORD shall make available from other manufacturers to the Customer.

"Hardware" shall mean CBORD proprietary hardware.

"Items" shall mean any items included in the System.

"Services" shall mean on-site and remote training, implementation, project management, database services, and any other services provided by CBORD and mutually agreed upon in writing by both parties.

1. Agreement

CBORD agrees to provide the Customer with Systems and Service, provided for in accordance with the following provisions. Use of the System is limited to the configuration as defined in Attachment I. This Agreement is for the sole use and benefit of Customer, and for no other person or location.

Customer and CBORD expressly agree that all Systems provided by CBORD to Customer shall hereafter be governed by the terms of this Agreement, unless a separate written agreement signed by both parties is made expressly applicable to such items. All offers, purchases, acceptances, acknowledgments, sales and/or licenses of Items shall be governed exclusively by the terms and conditions set forth in this Agreement. Acceptance by Customer of any offer by CBORD is limited to the terms and conditions herein, and CBORD's acceptance of any offer which may be presented by Customer is expressly conditional on Customer's assent to all the terms and conditions set forth herein, including those terms herein which may differ from, be inconsistent with or be in addition to Customer's offer.

2. License

CBORD hereby grants Customer a non-transferable, non-exclusive license to operate and use CBORD's System on a Customer-owned or -operated server or computer for the sole and exclusive benefit of Customer as defined in Attachment I. Customer agrees to pay the sums set forth in Attachment I, and sums for any other items that may become part of the System subsequent to this Agreement as agreed to by both parties by way of a signed Amendment to this Agreement.

- i. Client Server Application Licenses. Use of the System via client server application licenses, as defined in Attachment I, is limited to designated servers and computer workstations. If the client is used on more than one computer/workstation, a license fee must be paid for each computer/workstation on which the System is made operational.
- ii. Web-Based Application Licenses. Customer may provide its users access to the System via the web-based application licenses, as defined in Section 6, without an additional license fee beyond the web-based application license fees which are outlined in Attachment I.

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Software is licensed and not sold, and no rights to the Software are granted.

Customer shall not allow other systems to write to the System's database without CBORD's prior written consent and assessment of fees as applicable. Customer agrees not to use, copy, modify, transfer, rent, reverse engineer, provide service bureau services, decompile or disassemble any Software or documentation except as expressly authorized in this Agreement.

Any assignment, delegation, or other misappropriation of the System attempted to be made shall be void for all purposes, and shall entitle CBORD to terminate the Agreement and/or to assess such additional fees as may be applicable.

3. System Version Distribution

CBORD shall supply to Customer one (1) set of compact discs (CD's) containing the object code of System and one (1) copy of the On-line Help System and documentation, covering the installation, operation and/or use of the System. The current version of the System as of the date of execution of this Agreement shall be supplied for installation or provided for use under this license.

4. Third Party Software and/or Hardware

If applicable, Customer agrees to install the System on a server operated for the exclusive use by Customer, which will meet or exceed the specifications approved by CBORD.

- a. Titles to Non-CBORD Hardware pass to Customer upon delivery to the carrier. Titles for Non-CBORD Software license pass through to Customer upon delivery to the carrier. CBORD warrants that it has the right to license any third party software and that it does not infringe on the intellectual property rights of any other party.
- b. Warranty service is to be performed by manufacturer, with Customer responsible for warranty validation procedures, if any, notwithstanding any other written Agreement provided by CBORD.

5. CBORD Virus Protection Policy

Any damage by viruses to the Customer's System shall not be covered under this Agreement. CBORD requires all servers and workstations be protected from damage caused by viruses through the installation and maintenance of a Customer-provided virus protection software application. In the event of damage caused to your CBORD-provided Systems by a virus, CBORD shall make its best effort to assist Customer in re-installing any System originally provided by CBORD. CBORD shall not assume responsibility for assisting Customer with the removal of viruses, nor assume responsibility for damage that viruses may cause. Any assistance provided for detection, removal, or recovery of data relating to or caused by a virus, shall be the Customer's responsibility. If CBORD assistance is requested by Customer, it shall be provided at the then current rates for such services.

6. Prices

- A. Initial Investment: The amounts shown in Attachment I include the One-time Fees payable to CBORD by Customer for the initial System license, Services, and Hardware purchases in the configuration.

The parties acknowledge that there are no shipping costs associated with the initial licenses, outlined in Attachment I hereto which shall be provided electronically via a secure FTP site,. For future purchases, which shall be made via an amendment to this Agreement, prices are FOB shipping point and estimated shipping costs shall be provided to Customer upon request. Shipping fees will be prepaid by CBORD and added to the Customer invoice. CBORD shall accept custodial responsibility for the value of the shipments through delivery, and shall handle any carrier issues.

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B. Annual Fees:

The amounts shown in Attachment I include the Annual Fees for the System licenses and Hardware purchases in the configuration.

Payment for the amounts shown in Attachment I for CBORD Software entitle the Customer to all enhancements to the licensed CBORD Software at no additional charge, as well as membership in CBORD's User Group and 24 hours per day, 7 days per week telephone support. During the term of this Agreement, Annual Fees for CBORD Software shall in no event increase by more than the cumulative increase in the prior calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (revised 1982-1984 = 100) (the "CPI"), applied every July 1.

The CPI cap shall not apply to Annual Fees for Third-Party Software and Hardware licensed or purchased under this Agreement.

Notice of Annual Fee increases shall be provided to Customer at least 60 days prior to said increase.

7. System Implementation Services

CBORD agrees to supply and Customer agrees to pay such amounts as herein provided, for Services to assist Customer in the implementation of the System and to train Customer's personnel in the use of the System. Services in addition to the rates shown in Attachment I shall be provided to and paid for by Customer in accordance with Section 8, and are billed at CBORD's then-current rates for such Services.

These Services specified in Attachment I are available for delivery within eighteen (18) months of the date of this Agreement. Any such Services undelivered after 18 months from the date of this Agreement are available to Customer solely at CBORD's discretion and as outlined in Additional Services section.

8. Additional Services

CBORD will perform additional Services for Customer as agreed upon in writing by way of an amendment to this Agreement. No work on additional services shall begin until such amendment is in effect. Customer shall pay CBORD its then-current daily rates for such Services.

9. [INTENTIONALLY OMITTED]

10. Taxes

The charges listed in Attachment I at the time of Agreement execution are not taxable. Subsequent executed amendments hereto shall not include any applicable sales, use, person property, excise, or other similar taxes. The amount of any applicable sales, use, personal property, or other similar tax applicable to such future licenses or purchases made via addendum to this Agreement shall be paid directly by Customer or shall be paid to CBORD on receipt of invoice therefore.

11. Invoicing

CBORD shall render invoices to Customer in accordance with Attachment III, Payment Schedule, which are due and payable Net 30 (thirty) days from receipt a certified invoice by the Monterey County Auditor-Controller, but in no event later than sixty (60) days from the date of invoice. Customer agrees to make payment to CBORD in lawful money of the United States. All amounts unpaid after 60 days shall bear interest at the rate of 12% per annum, unless prohibited by applicable law. CBORD shall notify Customer of non- payment, and if payment is not made within 30 days of said notice CBORD may, at its sole option and discretion (reserving cumulatively all other remedies and rights under this Agreement and law) terminate this Agreement.

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CBORD shall not have the right to charge the interest rate or to terminate the Agreement based on any unpaid invoice or other alleged default by Customer which is disputed in good faith by Customer, provided that Customer promptly pays or performs any such obligations which are finally determined to be Customer's responsibility.

## 12. System Maintenance

Except as expressly provided herein, CBORD's maintenance obligations for Software in this section shall apply only if payments are not delinquent. If Customer shall discover an error in the coding or logic in Software as delivered to Customer that prevents the Software from performing substantially in accordance with the documentation, Customer shall notify CBORD. Upon request by CBORD, Customer shall deliver its analysis thereof accompanied by complete data listings, screen listings, and sample runs exhibiting the error. Upon receipt of such notice, CBORD shall, within ten (10) days, respond at its option in one of the following ways and deliver to Customer one of the following:

- a. An updated version of Software that corrects the error. The Software shall be in the same form and quantity originally supplied to Customer in exchange for the CD's, documentation, and data originally delivered; or
- b. Detailed and effective procedures for avoiding the error until such error is corrected in a subsequent release of the Software; or
- c. An agreed upon plan to fix the error.

CBORD shall periodically notify Customer of the availability of newer versions of Software that have been released for use by its Customers generally and shall, within sixty (60) days of receipt of written request by Customer, supply Customer with such newer version. The Software shall be provided to Customer, in the same form and quantity as originally delivered, without additional charges except for the cost of installation, if requested. If CBORD has notified Customer that a more recent version of the Software than the version Customer then has installed is available, CBORD shall provide such newer version to Customer without further charge, except installation, if installation is requested by Customer. If within six (6) months of such notice Customer has not requested or installed the newer version, then Customer shall pay CBORD additional charges, as agreed to in an executed amendment, for any Software maintenance services performed by CBORD with respect to such older version of the Software. Customer shall assist CBORD in its performance under this Section by allowing CBORD, with prior approval from Customer, to use Customer's computer system, data listings, and sample runs to reproduce and/or correct any error and to install and check updated versions of the Software.

This Section shall not apply to Software maintenance services rendered by CBORD if the rendering of such services is required due to Customer changes to procedures, or computer environment, or due to Customer changes to CBORD software, or due to alteration of the data used by the System through methods other than provided by the System software, and any such services will be provided by CBORD at the charges specified in Section 8 hereof. The Customer is required to perform daily back-ups of System data.

## 13. Changes

Changes to the System configuration or implementation schedule must be made in writing and require mutual consent. If such changes result in a change of price and/or other terms of this Agreement, CBORD and Customer shall agree to price and/or term changes by way of an executed amendment to this Agreement.

## 14. Notices/Customer Contact

Any notice or communication required or permitted under this Agreement shall be deemed given when received by the other party and must be delivered or mailed by United States registered mail, postage prepaid, or sent by national delivery service, such as Federal Express or United

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Parcel Service, charges prepaid, in each case properly addressed to the addresses of the parties indicated on the signature page of the Agreement, or at such other address as may hereafter be furnished in writing by either party and such notice shall be deemed to have been given as of the date received by the other party. Customer will designate a CBORD "contact" who will provide information requested by CBORD within five (5) business days of request for same.

Contacts for any such notice or communication are as follows:

**For CBORD:**

Max Steinhardt  
President  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850  
Phone: 844.GO.CBORD (844.462.2673)  
Fax: 607-257-1902  
Email: [mxs@cbord.com](mailto:mxs@cbord.com)

**For Customer:**

Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, CA 93906  
Phone:  
Fax:  
Email:

15. Confidential Information

Customer acknowledges the proprietary rights of CBORD in and to the Software, including but not limited to computer programs, user manuals, other supporting material and data, identifying symbols, passwords and user numbers, and further acknowledges that such are properly considered to be trade secrets in that they involve processes and compilation of information that are secret, confidential, and not generally known to the public, and which are the product of CBORD's own expenditure of time, effort, money, and creative skills. Customer also acknowledges and agrees that use of the Software is furnished during the terms of the Agreement to Customer on a confidential and secret basis for the sole and exclusive use of Customer and not for resale, and agrees that it will not use, publish, disclose, or otherwise divulge to any person, except necessary officers, employees, and consultants of Customer, at any time, either during or after the termination of the Agreement, nor permit its officers or employees to so divulge any such information regarding the Software, without the prior written consent of an officer of CBORD, except that Customer is authorized hereby to reproduce information derived from the System for its own internal use by authorized officers and employees. Notwithstanding the foregoing, the proprietary and secret information covered hereby may be disclosed by Customer to a third party, person, firm or corporation if such disclosure is unavoidable because of its or their access to or control of Customer's computer, provided that this sentence shall not be deemed to permit any use of the Software that would otherwise be prohibited by this Paragraph. In the event any such information is so disclosed, Customer agrees that any unauthorized use or disclosure of such information by such third party, person, firm, or corporation may be treated by CBORD as an unauthorized use of disclosure by Customer, and Customer shall remain liable therefore. Nothing herein shall be deemed to limit any rights of CBORD under copyright or other law.

CBORD agrees that, without the prior written consent of an officer of Customer, it will not disclose to others nor will it permit its officers or employees to so disclose any technical or accounting data or proprietary information or confidential business information of Customer.

The preceding provisions of this section shall not apply to any data, information, item, or other matter that is in the public domain at the time of disclosure to CBORD or Customer, or that is thereafter disclosed to either, as a matter of right by a third person or persons, or that thereafter passes into public domain by acts other than the unauthorized acts of CBORD or Customer, or that is in the possession of either party at the time of its disclosure by the other.

Customer agrees that all tangible objects provided by CBORD containing or relating to the trade secrets described in this section are the sole and exclusive property of CBORD and on termination of the Agreement for any reason, Customer will forthwith return to CBORD the System (CD's), the user manuals, instructions, and related material that were furnished to Customer, to destroy all copies of the System and data stored on disks, CD's or tapes, and shall not retain any copies for its use or for any purpose.

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Confidential Information of CBORD does not include information that is or becomes publicly known or available as a result of Customer's proper compliance with the California Public Records Act.

Without limiting anything contained in this section, and subject to Customer's rights under the System Maintenance Section hereof, Customer agrees that it will not modify or permit anyone to modify any part of the System. This Confidential Information section shall survive termination of this Agreement.

16. Assignment – Other Use

No assignment, delegation or other use of any right or duty under the Agreement may be made by Customer without the written consent of CBORD.

Any assignment, delegation, or other System use attempted to be made without such written consent shall be void for all purposes, and any such purported Systems assignment by Customer shall entitle CBORD to terminate the Agreement and/or to assess such additional fees as may be applicable.

17. Warranty – Limitations of Liability

**CBORD WARRANTS THE SOFTWARE AND THE MATERIALS SUPPLIED IN CONJUNCTION THEREWITH TO BE FREE FROM ANY DEFECT IN MATERIAL OR WORKMANSHIP OR PROGRAMMING AT THE TIME OF DELIVERY, AND IN THE EVENT OF ANY SUCH DEFECT, REMEDIES AVAILABLE TO THE CUSTOMER WILL BE THOSE PROVIDED HEREIN.**

**THE SOFTWARE LICENSED HEREUNDER SHALL SUBSTANTIALLY CONFORM TO THE SOFTWARE DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT AT THE TIME IT IS DELIVERED TO THE CUSTOMER. CBORD AGREES TO CORRECT ANY AND ALL DEFECTS IN THE SOFTWARE ARISING FROM THE SOFTWARE. CBORD SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT THE SOFTWARE IS CHANGED OR ALTERED IN ANY RESPECT BY ANYONE OTHER THAN AN AUTHORIZED AGENT OF CBORD AFTER THE DELIVERY OF THE SOFTWARE TO THE CUSTOMER. CBORD SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES ARISING FROM THE FURNISHING BY THE CUSTOMER OF INCORRECT INFORMATION SUBMITTED AND USED AS INPUT TO THE SYSTEMS.**

**THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CBORD BE LIABLE FOR CONSEQUENTIAL DAMAGE WHETHER OR NOT IT HAS NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. CBORD IN NO EVENT SHALL BE LIABLE FOR ANY LOST PROFITS.**

**AS A MATERIAL CONSIDERATION FOR CBORD ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES THAT IF CBORD HAS ANY LIABILITY WHATSOEVER, SUCH LIABILITY SHALL NOT EXCEED THE AGGREGATE LIMITS OF THE INSURANCE AS SET FORTH IN SECTION 24 HEREIN. SUCH MAXIMUM LIABILITY SHALL APPLY IN ALL OTHER INSTANCES, AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE BY CBORD OR ITS AFFILIATES, SUPPLIERS OR CONTRACTORS, WHETHER ARISING UNDER CONTRACT OR TORT, STATUTE, STRICT LIABILITY, OR OTHER FORM OF ACTION.**

**CBORD SHALL HOLD CUSTOMER HARMLESS, AND SHALL DEFEND ANY SUIT OR PROCEEDING BROUGHT AGAINST CUSTOMER INsofar AS SUCH SUIT OR PROCEEDING IS BASED ON A CLAIM THAT THE USE OF THE SOFTWARE FURNISHED BY CBORD UNDER THIS CONTRACT CONSTITUTES INFRINGEMENT OF ANY COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, PROVIDED CBORD IS PROMPTLY NOTIFIED IN WRITING AND GIVEN AUTHORITY, INFORMATION, AND ASSISTANCE OF THE DEFENSE OF SAME; AND CBORD SHALL AT ITS OWN EXPENSE**

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**AND AT ITS OPTION, (A) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE SAID SOFTWARE, (B) MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT, OR (C) REPLACE THE SAME WITH A NON-INFRINGEMENT INSTALLATION.**

**THE FOREGOING SHALL NOT BE CONSTRUED TO INCLUDE ANY AGREEMENT BY CBORD TO ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT TO COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS FOR THIRD-PARTY SOFTWARE OR HARDWARE, OR INVENTIONS INCLUDING MORE THAN THE SYSTEM FURNISHED HEREUNDER, OR IN RESPECT TO COPYRIGHTS, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS FOR METHODS AND PROCESSES TO BE CARRIED OUT WITH THE AID OF THE SYSTEM, EXCEPT THOSE THAT ARE INHERENT IN THE SOFTWARE AS FURNISHED. THE FOREGOING STATES THE ENTIRE LIABILITY OF CBORD WITH REGARD TO THE COPYRIGHT, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS INFRINGEMENT.**

18. Force Majeure

Should any circumstances beyond the control of CBORD or Customer occur that delay or render impossible the performance of its obligation hereunder, such obligation shall be postponed for such time as necessary or delayed on account thereof, or cancelled, if such performance necessarily has been rendered impossible thereby, provided that the party failing to perform in any such event shall use best efforts to promptly resume or remedy, as the case may be, the performance of its obligations hereunder. Events of Force Majeure shall include, without limitation, accidents, acts of God, strikes or other labor disputes, acts, laws, regulations, or rules of any government or governmental agency, and any other similar circumstances beyond the control of CBORD or Customer.

19. Governing Law

This Agreement shall be subject to acceptance by CBORD and shall be governed by the laws of the State of California, USA. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace any invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible economic effect.

20. Attorney's Fees

In the event suit is brought under this Agreement to enforce any provision hereof, the party in default shall pay reasonable attorney's fees to the prevailing party.

21. Term/Effective Date

The minimum term of this license is one year and the term will commence on the date signed by the last party. This Agreement may be renewed for up to four (4) additional one-year terms via a mutually signed amendment hereto. In the event Customer continues use of the System past expiration or termination of this Agreement, such use shall be subject to the terms and conditions herein, including any applicable fees.



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22. Termination

22.1 After the minimum one year term of this Agreement, Customer may terminate the Agreement for any reason by giving written notice of termination to CBORD at least sixty (60) days prior to the term expiration date. Such notice shall set forth the effective date of termination.

22.2 After the minimum one year term, Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to CBORD. "Good cause" includes the failure of CBORD to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of balances accrued after the effective date of such termination. However, in no event shall refund or proration of annual license fees be available.

22.3 Customer's payments to CBORD under this Agreement are funded by local, state and federal governments. After the initial term of this Agreement, if funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the annual license fees, then Customer may give written notice of this fact to CBORD, and the Agreement shall terminate immediately.

22.4. Customer Records. When this Agreement expires or terminates, CBORD shall return to Customer any Customer records which CBORD used or received from Customer to perform services under this Agreement. "Customer Records" shall mean any records which 1) represent PHI or EPHI, as outlined by HIPAA; or 2) records which are clearly marked as "Confidential" when received by CBORD, or records which, based on its characteristics, a reasonable person would consider confidential.

22.5. Upon termination of this Agreement, Customer agrees to return all copies of System Software, including all CD's, listings, tapes, documentation, and related material within thirty (30) days termination of this Agreement. Customer also agrees to destroy (erase) all copies of System Software which have been copied onto mass storage devices (such as hard disks). The parties agree that, so long as this Agreement is in force, Customer shall continue to pay the Annual System License/Maintenance Fee described in Attachment I.

Termination of any line item maintenance may only be done with a 60-day written notice prior to the start of a renewal period.

23. Entire Agreement

This Agreement (including the attachments hereto) states the entire agreement of the parties. Except as herein expressly provided to the contrary, the provisions of the Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons, or legal entities. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing by way of an Amendment and signed by a duly authorized representative of CBORD and of Customer and expressly referring to this Agreement.

24. Insurance

24.1. Evidence of Coverage:

Prior to commencement of this Agreement, CBORD shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. CBORD shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance.

24.2. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Customer's Contracts/Purchasing Director.

24.3. Insurance Coverage Requirements: CBORD shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CBORD employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CBORD shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ( "tail coverage" ) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justification attached; subject to approval).

24.4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer, except Professional Liability, authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CBORD completes its performance of services under this Agreement.

Each policy shall provide coverage for CBORD and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement.

Commercial general liability and automobile liability policies shall provide an endorsement including the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of CBORD's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CBORD's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 04 13 in tandem with CG 20 37 04 13 (2000). The required endorsement from for Automobile Additional Insured Endorsement is

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ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Customer, CBORD shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that the CBORD has in effect the insurance required by this Agreement. CBORD shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CBORD shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify CBORD and CBORD shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CBORD to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

Accepted for The CBORD Group, Inc.:

*R. DeCarlo*

Robert DeCarlo  
Vice President, Accounting and Finance  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C Ithaca,  
New York 14850

Date: 5/18/17

Accepted for Natividad Medical Center:

*[Signature]*

Name:  
Title:  
Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, California 93906

Effective Date: 7/1/17

Does your institution require a purchase order? Yes

No

Attachments:

- I. \_\_\_ Investment Outline
- II. \_\_\_ Investment Outline End Notes
- III. \_\_\_ Payment Schedule
- IV. \_\_\_ Tax Exemption Certificate
- V. \_\_\_ Room Service Choice Hardware & Software Specifications
- VI. \_\_\_ Interfaces Statement of Work
- VII. \_\_\_ Description of Database Services
- VIII. \_\_\_ Client Services Statements of Work
- IX. \_\_\_ Business Associate Agreement
- X. \_\_\_ Statement of Technical Support Services
- XI. \_\_\_ Return Policy

Reviewed as to fiscal provisions  
*[Signature]*  
Controller  
of Monterey 6-15-17

*AB*  
*Abraham*  
*DeCarlo*  
*6-14-17*

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**ATTACHMENT I**  
Investment Outline

Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount	Total Discount Amt	Ext Net Price	Annual Fee YR1
<b>Item Class: FMS NSS SW 1,2,3</b>						<b>(\$5,300.35)</b>	<b>\$13,973.65</b>	<b>\$3,580.00</b>
W-DOMS 200	Nutrition Service Suite Diet Office 200 Software	Includes CBORD Master Nutrient Database (CMND) & 5 Individual Workstation Licenses	1	\$19,274.00	27.5%	(\$5,300.35)	\$13,973.65	\$3,580.00
<b>Item Class: FMS RS SW 4,5</b>						<b>(\$7,138.73)</b>	<b>\$18,820.27</b>	<b>\$4,672.00</b>
SFT7570138	Room Service Choice: Menu Select & On- Demand (Small Acute Add-On)		1	\$25,959.00	27.5%	(\$7,138.73)	\$18,820.27	\$4,672.00
<b>Item Class: FMS CLN IF 1,6</b>						<b>(\$1,306.60)</b>	<b>\$11,759.40</b>	<b>\$3,366.00</b>
SMALL ACUTE ADT I/F	Small Acute ADT Interface	MediTech	1	\$6,533.00	10%	(\$653.30)	\$5,879.70	\$1,683.00
SMALL ACUTE ORDERS I/F	Small Acute Orders Interface	MediTech	1	\$6,533.00	10%	(\$653.30)	\$5,879.70	\$1,683.00
<b>Item Class: BOMGAR LIC</b>						<b>N/A</b>	<b>\$179.00</b>	<b>N/A</b>
BMG7590138	ADMIN: BOMGAR Unattended Access		1	\$179.00	N/A	N/A	\$179.00	N/A
<b>Item Class: FMS DBS SV 8</b>						<b>N/A</b>	<b>\$10,286.00</b>	<b>N/A</b>
5SVS0125	DBS NSS Standard Service Plan		1	\$10,286.00	N/A	N/A	\$10,286.00	N/A
<b>Item Class: FMS DT CE</b>						<b>N/A</b>	<b>\$2,000.00</b>	<b>N/A</b>
SVS0980014 9	Nutrition Services Suite Virtual Course	Per attendee	1	\$2,000.00	N/A	N/A	\$2,000.00	N/A
SVS0980033 10	Room Service Choice eLearning		1	N/C	N/A	N/A	N/C	N/A
<b>Item Class: FMS DT SV 11</b>						<b>N/A</b>	<b>\$1,980.00</b>	<b>N/A</b>
5SVS0218	Personalized Distance Training (Hourly Rate)		12	\$165.00	N/A	N/A	\$1,980.00	N/A
<b>Item Class: MSV UPG 11</b>						<b>N/A</b>	<b>\$2,392.00</b>	<b>N/A</b>
SVS0990002	UPGRADE: FMS Installation/Upgrade - CBORD Performed During Regular Business Hours	Test & Production Environments	2	\$1,196.00	N/A	N/A	\$2,392.00	N/A
<b>Item Class: FMS PM SV 11</b>						<b>N/A</b>	<b>\$7,100.00</b>	<b>N/A</b>
5SVS0201	Project Implementation Plan for Nutrition Service Suite (NSS)		1	\$4,580.00	N/A	N/A	\$4,580.00	N/A

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5SVS0211	Project Management (Hourly Rate)		12	\$210.00	N/A	N/A	\$2,520.00	N/A
<b>Item Number</b>	<b>Product Description</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Base Price</b>	<b>Total Discount</b>	<b>Total Discount Amt</b>	<b>Ext Net Price</b>	<b>Annual Fee YR1</b>
<b>Item Class: FMS OS SV <sup>11</sup></b>						<b>N/A</b>	<b>\$14,662.00</b>	<b>N/A</b>
5SVS0221	On Site Go-Live Training		2	\$1,351.00	N/A	N/A	\$2,702.00	N/A
5SVS0220	On Site Training		10	\$1,196.00	N/A	N/A	\$11,960.00	N/A
<b>Item Class: FMS GEN SV <sup>12</sup></b>						<b>N/A</b>	<b>\$15,000.00</b>	<b>N/A</b>
5SVS0236	Custom FMS Services	Implementation Fees	15,000	\$1.00	N/A	N/A	\$15,000.00	N/A
<b>Grand Totals <sup>13</sup></b>						<b>(\$13,745.68)</b>	<b>\$98,152.32</b>	<b>\$11,618.00</b>

**Prices are guaranteed for 30 days from the date of this Agreement.  
Prices are subject to change after that date.**

**Special Instructions and Notes:**

Microsoft SQL Server 2012 Service Pack 1 (Customer Provided – Either Per Processor or Server/CAL Licensing) <sup>7</sup>
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## ATTACHMENT II

### Investment Outline End Notes

#### **General Hardware**

Customer provided hardware must meet or exceed CBORD published specifications.

Customer is responsible for installation and related costs of all electrical and communications wiring unless otherwise defined specifically in the Quote.

CBORD hardware specifications are subject to change, based on manufacturer revisions.

#### **Software Licensing**

<sup>1</sup> Prices quoted are for installation on proposed or existing workstations.

<sup>2</sup> Prices quoted are for installation at a single site on up to but no more than five computers or workstations. Each workstation beyond the initial five workstations requires a one-time license and an annual fee per workstation. Price does not include associated Microsoft SQL License fees.

<sup>3</sup> Diet Office System does not include Nutritional Screening and Assessment.

<sup>4</sup> The noted CBORD web-based applications may be installed on a web-server and accessed by eligible system users from a browser on any network device-including a mobile device-without requiring an individual CBORD workstation license on that device. All other CBORD applications are client-server applications and require per workstation/server licensing.

<sup>5</sup> New installations of Room Service Choice require Clients to upgrade to the current general release. The current general release of Room Service Choice is 12.5.100. Please refer to Attachment V for additional hardware required for Room Service Choice.

<sup>7</sup> The customer is responsible for compliance with the appropriate Microsoft SQL Server Licensing (either Per Processor Licensing or Server/Client Access Licenses) requirements and fees, as well as staffing a knowledgeable MS SQL database administrator with I.T. support experience, as CBORD does not support Microsoft SQL Enterprise-Wide Manager. The customer is also responsible to provide the appropriate version of MS-SQL Server to be able to use the CBORD systems. The CBORD software will operate on MS-SQL 2012 server and associated service releases. CBORD also requires a test environment with test data for initial upload, testing, and future upgrade testing.

#### **CBORD Interfaces to Third Party Systems**<sup>6</sup>

These interfaces are based on CBORD standard specifications as delivered by CBORD. Additional work by Customer and CBORD may be required; however, no additional services shall begin until an amendment to include these additional services is agreed to in writing by both parties.

CBORD services are available for first installation until 18 months from the date of this Agreement, after which all services are on a time-and-material basis for analysis and testing.

When a Customer's Other-Vendor system, interfacing with a CBORD system, is replaced, or significantly upgraded or modified, a new interface must be licensed. Each interface is written for use with the particulars of the other system. When that system changes, new analysis, testing, and often new interface product coding, is required by CBORD in order for the project to be successful and for runtime operations to remain uncompromised.

Please refer to Attachment VI for Interfaces Statement of Work.

#### **Database Services**<sup>8</sup>

Please refer to Attachment VII for Description of Database Services.

#### **Virtual Training**<sup>9</sup>

Quote for virtual bootcamp or class is for one trainee. If more trainees are required additional virtual bootcamps and/or classes will need to be quoted.

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**eLearning Training**<sup>10</sup>

eLearning is available for access for twelve (12) months from the date Customer's initial use.

**Implementation Services**<sup>11</sup>

Services agreed to by Customer as of the date of Customer's purchase are listed and priced as defined herein. These specified services may include, but are not limited to, training (onsite or personalized distance), implementation, project management, interfaces, and/or database services. These services are available for delivery only within eighteen (18) months of the date of Customer's purchase. Any services to be provided after 18 months from that date, or any other services not specified herein, are available to Customer solely at CBORD's discretion at the then current rate for such services and shall be provided, if available, as Additional Services.

**Pricing**<sup>13</sup>

All prices quoted are valid for 30 days from the date of the quote unless otherwise specified.

The Initial Investment Total does not include customer provided hardware or software.

GPO Member pricing is contingent upon customer being an active member at the time the order is received.

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**ATTACHMENT III**

Payment Schedule

Payment for CBORD's FMS System in Attachment I is due and payable as follows:

Payment #1: 60% of one-time license fees (\$26,839.39) will be invoiced upon CBORD's receipt of signed contract and/or purchase order.

Payment #2: 30% of one-time license fees (\$13,419.70) and 100% of first year annual license fees (\$11,618.00) will be invoiced 30 days after Payment # 1

Payment #3: 10% of one-time license fees (\$4,473.23) will be invoiced 30 days after Payment #2.

Beyond the first year, annual license fees are due and payable on the first anniversary of this Agreement and annually thereafter. Database Services (\$10,286.00), Client Services fees (\$43,134.00) and Client Services' expenses shall be invoiced as incurred immediately after delivery of services.

**Prices are guaranteed for 30 days from the date of this Agreement.  
Prices are subject to change after that date.**

CBORD and Customer may agree to any future purchases not defined in this initial Agreement by way of an Amendment signed by both parties. Unless expressly agreed to otherwise, and upon receipt of a signed amendment, and receipt of valid purchase order (if required), all future invoices shall be issued as follows:

100% of One-time Software license fees and 100% of the Software annual license fees shall be invoiced immediately.

Client Services shall be invoiced 100% upon completion of Services.  
Shipping costs shall be prepaid and added to the invoice.

First year annual license fees shall be pro-rated to provide for a common invoice date and 100% are due annually thereafter.



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**ATTACHMENT IV**

Tax Exempt Certificate

ST-119.1(6/81) State of New York - Department of Taxation and Finance - Taxpayer Services Division  
New York State and Local Sales and Use Tax

The CBORD Group, Inc.	NAME
950 Danby Road, Suite 100C	AND
Ithaca, NY 14850	ADDRESS
(607) 257-2410	
This certification is acceptable if the purchaser has entered all information required.	CERTIFICATE NUMBER (form ST-119)
:	EX -

I CERTIFY THAT THE ORGANIZATION NAMED ABOVE HAS RECEIVED AN EXEMPT ORGANIZATION CERTIFICATE WITH THE ABOVE NUMBER, AND IS EXEMPT FROM STATE AND LOCAL SALES TAXES ON ALL ITS PURCHASES.

Signature of Officer of Organization

Title

Date Prepared

Exempt Organization Certifications (ST-119.1) may be used only when an exempt organization is the direct purchaser and payer of record. Any bill, invoice or receipt given by the vendor must show the above organization as the purchaser. Payment must be from the funds of the exempt organization.

The exemption from state and local sales and use tax does not extend to officers, members or employees of the organization. Personal purchases made by such individuals are subject to sales tax. An organization's exemption does not extend to its subordinate or affiliated units. When making purchases, subordinate units may not use the exemption number assigned to the parent organization. Such misuse may result in the revocation of the exemption granted.

An Exemption Organization Certification must be given to each vendor at the time of the first purchase from that vendor. A separate certification is not necessary for each subsequent purchase provided the exempt organization's name, address, and certificate number appear on the sales slip or billing invoice. The certification is considered part of each order given to the vendor and remains in force unless revoked.

Vendors must retain the Exempt Organization Certification for at least three years after the date of the last exempt sale substantiated by the certification.

Additional copies of this form (ST-119.1) can be obtained from any State District Tax Office or from the main office of the Taxpayer Assistance Bureau, State Campus, Albany, New York 12227. This form may be reproduced without prior permission from the Department of Taxation and Finance.

## ATTACHMENT V

### Room Service Choice Hardware & Software Specifications

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#### Room Service Choice: Hardware & Software Specifications

This document outlines the hardware and software requirements for the Room Service Choice® application.

Room Service Choice requires a Web server running Internet Information Services (IIS). The Web server can host both the Room Service Choice application and the Data Service, which runs as a Windows® service.

#### Hardware Requirements

The points below outline the hardware requirements for Room Service Choice.

##### IIS Web Server

The following are required components for the IIS Web Server:

- Xeon® Dual Core, 2.6 GHz, 4 GB RAM or better
- Windows Server 2008 R2 or Windows Server 2012 R2
- Microsoft® Internet Information Services (IIS) version 7.5 or later is required along with Microsoft .NET Framework version 4.6.1\*.
  - **\*Note:** Supported Operating Systems for .NET Framework 4.6.1 include the following: Windows 7, Windows 7 Service Pack 1, Windows 8.1, Windows 10, Windows Server 2008 R2, Windows Server 2008 R2 SP1, and Windows Server 2012 R2.
- The Data Service, which connects the Room Service Choice application to the CBORD® database, can be installed on the Web server or on a separate server. CBORD recommends that you do NOT install the Data Service on the same machine as the CBORD database server.
- HTTPS is supported and recommended, but obtaining and setting up certificates is the responsibility of your internal IT staff.

##### Tablet Devices

- Room Service Choice pages are optimized for 10" tablet displays with a resolution of 1024 x 768 and higher (aspect ratio 4:3).
- All iOS devices require at least version 9.x.
- Room Service Choice has been tested on the built-in browsers of the following mobile devices:
  - iPad 2 and later (Safari® Mobile)
  - Android® 4

#### Software Requirements

The points below outline the software requirements for Room Service Choice.

- The CBORD Data Service and Room Service Choice require Microsoft .NET Framework 4.6.1. You will need to manually install the .NET Framework using Windows® Update or by downloading it from Microsoft's website.
- The latest version of Google Chrome™ is the recommended browser. The other supported browsers include: Internet Explorer® 11.0 or later, or the latest version of Microsoft Edge or Mozilla® Firefox®. However, this does not mean that other Internet browsers cannot be used for Room Service Choice.
  - **Important note for Internet Explorer users:** Internet Explorer Compatibility View is not supported. Internet Explorer users should verify via **Tools > Compatibility View Settings** that **Display intranet sites in Compatibility View** is NOT checked.
- The Internet browser used for Room Service Choice must allow pop-ups.

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**CBORD Requirements**

The points below outline the CBORD software requirements for Room Service Choice.

- Room Service Choice requires the FSS/NSS database to be on the same version. Before installing or upgrading Room Service Choice, verify that the FSS/NSS install or upgrade has been completed.
- Windows Firewall can prevent the services from communicating. Please verify the specific ports have permissions in the Firewall. The media will default to port 3173.

## ATTACHMENT VI

### Interfaces Statement of Work

#### **FMS Clinical Interfaces: ADT and Diet Order Interfaces, and Interface Modifications for Room Service, Allergies, and Supplements**

##### **Introduction**

This document outlines the scope of services and responsibilities of CBORD, and of the Customer, with the aim of implementing any of the following standard interfaces:

- Nutrition Service Suite (NSS) ADT Interface
- Nutrition Service Suite (NSS) Diet Order Interface
- NSS Interface Modification: Supplements
- NSS Interface Modification: Allergies
- NSS Interface Modification: Room Service

##### **Assumptions**

**A “standard interface” is one which deploys existing CBORD integration functionality, without requiring custom changes to the core product (Nutrition Service Suite, for example), or the CBORD integration framework. Please see product information for the functional scope of each interface.**

CBORD shall assign an Interface Analyst resource who will provide the services detailed in this Statement of Work. The Interface Analyst will be knowledgeable about the CBORD interface framework as well as relevant CBORD software, and industry standards such as HL7.

Customer shall assign a primary point-of-contact resource that understands the departmental processes and the capabilities and requirements of the Other-Vendor system that will send data to or receive data from the CBORD system. That resource can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned. These resources must have appropriate access to the CBORD and Other-Vendor systems onsite.

Customer shall assign a single resource to coordinate the Customer CBORD system implementation activities and tasks.

Customer shall assign a Project Manager to maintain the project implementation plan including the timeline following its initial creation by CBORD.

An interface is completed when Customer testing shows that the requirements defined in the analysis phase of the project have been met.

##### **Services Overview**

CBORD shall perform the following tasks:

- Collaborate with multiple CBORD departments to integrate interface development in the plan for NSS implementation.
- Assign an Interface Analyst to engage in the project when the following prerequisites are met: hardware installation, NSS product and database installation, remote access availability, and Customer staff availability to work on the project.
- Perform business and product analysis with the Customer to define interface requirements and specifications.
- Consult on HL7 messaging requirements and specifications.
- Deliver documentation of database coding requirements.
- Code, script, develop, and unit test interface software at CBORD according to the terms of the licensed product(s) requirements and specifications.
- Deliver interface software that meets agreed-upon requirements and specifications.
- Provide CBORD interface software instruction and testing assistance.
- Make minor adjustments to interface if new/changed requirements are identified during Customer testing. Fix coding errors in the CBORD interface software if needed.
- Reschedule work on the project if Customer activity is halted for a period of three weeks or more.
- Transition primary responsibility for interface support from the CBORD Interface Analyst to the Customer helpdesk and CBORD Support teams when Customer testing is completed.

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- Provide technical support and upgrades in accordance with the “FMS License Fee Statement of Work (SOW).”

Customer shall perform the following tasks within 12 months of contract:

- Determine the Customer schedule and resources for the project, including staff from relevant departments such as Food Service, Information Services, and Nursing.
- Inform CBORD of the availability of Customer staff for the project as early as possible, or at least four weeks in advance of the project start date.
- Install and configure CBORD database server.
- Install CBORD software and database. (This typically includes installing a CBORD client on the database server or other interface computer.)
- Communicate hardware availability and schedule requirements.
- Set up and test remote access to CBORD systems to be provided to the CBORD Interface Analyst.
- Actively participate in defining requirements and specifications.
- Complete the database coding as needed.
- Develop outbound interface functions and messages from the hospital information system and interface engine, according to specifications.
- Learn the runtime use of the interface software, maintenance of data coding and translation tables, and the use of related reports.
- Determine test scenarios relevant to Customer operation.
- Create test scripts and/or test data for all phases of testing, which may include communication testing, transaction (message format) testing, and scenario testing.
- Perform testing of the interface, including sending or processing of data by the Other-Vendor system, reviewing CBORD log files and reports, examining comparison reports from the systems involved, and reporting or resolving issues.
- Notify CBORD of testing delays, progress, and completion.
- Train and notify Customer departmental staff regarding operational changes that may be precipitated by interface implementation.
- Complete testing prior to using the interface in production (“live”) operations.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to in writing by way of An Amendment signed by both parties. Some services may be available for an additional fee, or may be included in the Statement of Work for other products and services that have been purchased.

- Training or supporting the Other-Vendor system(s)
- Data entry or database coding
- Onsite services
- Core product (NSS) training, support, product management, or custom development
- System administration including hardware and network infrastructure support
- Database administration
- Interface changes to accommodate changes in the Other-Vendor system(s)

### **Changes in the Other-Vendor System(s)**

When a Customer’s Other-Vendor system, operating in an interface with a CBORD system, is upgraded or modified, a new interface must be licensed. Each interface is written for use with the particulars of another system. When that system changes, new analysis and testing, and often new interface product coding, is required by CBORD in order for the project to be successful and for runtime operations to remain uncompromised.

Customer shall contact CBORD for a contract addendum in advance of Other-Vendor system changes. Suggested minimum lead time for most interfaces is three months prior to Customer integration testing.

## ATTACHMENT VII

### Description of Database Services

#### Database Services: NSS Standard Services Plan

##### Introduction

The NSS Standard Service Plan is intended to give the Customer a head start with setting up the Nutrition Services Suite database, particularly with base settings, menu items, and the core patient or resident menu cycle.

##### Assumptions

- The database will be coded at the CBORD office. The Customer will not have access to the database until the completion of the coding and delivery via FTP and CD.
- All phases of the project will be completed in house; the project will not transition to remote-based coding.
- Data due dates and delivery dates will be established during the introduction call after the contract has been signed.
- The Customer must submit all requested data by the deadlines established. If any required data components are not received by the due date established, the project may be rescheduled for Database Services' next available project opening. Please note Database Services typically schedules projects 6-8 weeks in advance.
- The coding services will be completed in a single phase of coding and will not be separated into multiple projects.
- The included quantities of data are intended as maximum limits. The coding services will be considered complete after the database has been delivered, even if the Customer does not provide the maximum number of menu items, paper menu layouts, etc.
- Customers who wish to use this coding package as an add-on to an existing Foodservice Suite database will require additional coordination and may require additional data components, such as copies of the live database(s) and remote connection tools.

##### Services Overview

CBORD shall perform the following tasks:

- Provide a data collection worksheet listing the pieces of data required from the Customer to complete the database build, as well as deadlines for submitting the data.
- Schedule a call to review the data collection worksheet in detail with the Customer.
- Set up base settings based on the information provided by the Customer during data collection, including:
  - Service Courses
  - Preparation Areas
  - Diet/Allergy Restrictions
  - Room/Bed names and associated Nursing Station
- Add menu item/portion combinations based on information provided by the Customer during data collection, up to a maximum of 1000 total.
  - Menu items will be linked to standard nutrition information within the CBORD Master Nutrient Database ("CMND") where a match is possible. A list of menu items for which a match was not possible will be provided to the Customer upon completion of the customized database build. The Customer may choose to enter custom/user-defined nutrition items for these menu items upon receipt of the database and training.
  - Menu items will be set up with baseline compliance values from the CBORD Starter Database where a match is possible. Menu items or specific portions that are not available within the CBORD Starter Database will be flagged for the Customer's review. The Customer will be responsible for reviewing and adjusting any compliance values based on the specific Dietary Guidelines in use in their operations.
  - All menu items will be assigned standard settings (preparation area, diet course, etc). The Customer may need to adjust these assignments during their review of the customized database and testing phases.
  - Menu items will be flagged for use as a Supplement where applicable based on information provided by the Customer during data collection.

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- If provided, menu items will be coded with dietary exchanges or carb equivalents.
- Build the patient menu cycle for breakfast, lunch, dinner, and between-meal nourishment periods based on information provided by the Customer, up to 7 total cycle days/1 total cycle week.
  - Baseline service preference/priority numbers will be assigned to the menu items/portions based on information provided by the Customer. The Customer may need to adjust these preference values during their review of the customized database and testing phases.
- If the Customer is utilizing non-select tray tickets, house diets or Course Requirement Levels (“CRLs”) will be established based on information provided by the Customer during data collection, up to 10 total sets. A combination of house diets and CRLs may be requested as long as the total number does not exceed 10.
- If the Customer is utilizing selective paper menus to gather patient selections, paper menu layouts will be built based on menu mockups provided by the Customer during data collection, up to 6 total sets. One set shall consist of a breakfast, lunch, and dinner panel.
  - Menu layouts will be created based on the most frequently occurring combinations of foods and/or food layouts. For example, if there are four entrée selections offered five cycle days, but only three entrée selections offered the remaining two cycle days, the menu layout will be set up for four entrée selections
- Upgrade the CBORD database to the current general release or the software release decided upon by the Customer and implementation team member.
- Provide the CBORD database on the FTP site for download via the web.
- Provide any documentation regarding assumptions made during data coding or placeholders used if data was missing

Customer shall perform the following tasks during the coding:

- Submit all requested data by the delivery deadlines.
- Provide a resource to answer any data-related questions that arise during coding
- Coordinate with CBORD’s Help Desk to set up an installation appointment to coincide with the database delivery after the in-house phase of the project has been completed.
- Install the CBORD database and software, if applicable, with the assistance of CBORD’s Help Desk
- Review the documentation provided and make updates where necessary following CBORD System training with their Implementation Representative

**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. All of these services are available for an additional fee:

- Menu item/portion beyond the maximum number of item/portion combinations specified
- Coding ingredients and preparation instructions onto the menu items
- Coding traits on the menu items
- Determining dietary exchange or carb equivalent values for the menu items based on their nutritional analysis. Exchanges and/or carb equivalents will be entered as provided by the Customer, if applicable.
- Determining compliance values for the menu items. The Customer will be provided with a starter set of compliances for basic items and diet restrictions but will need to review and update these values during their data review and testing phases. Alternatively, the Customer may fill out a compliance coding template provided by CBORD for a one-time import of compliance data.
- Coding the patient menu cycle beyond 7 total cycle days.
- Coding holiday menus.
- Entering custom nutritional information for any menu item that does not have a match within the master nutrient database.
- Menu layout coding beyond the maximum number of sets specified
- Testing tray tickets, paper menus, or Room Service selection screens.

## ATTACHMENT VIII

### Client Services Statements of Work

#### CBORD Statement of Work: Nutrition Service Suite Course

##### Introduction

The Nutrition Service Suite® (NSS) course is a five-day online class designed for NSS System Administrators. Participants learn how to navigate around the system; generate menus; use and edit the card file; manage and maintain item maintenance; create and edit diet restriction goals; and generate and print reports, tray tickets, tallies, and labels. New features of the system and security administration settings in the Nutrition Service Suite are also discussed.

##### Assumptions

The following assumptions are being made for the Nutrition Service Suite course:

- CBORD will assign a product instructor who will provide the services detailed in this Statement of Work. The product instructor will be knowledgeable about the CBORD software and how it is used effectively in operations.
- CBORD will provide a hands-on lab environment to be used throughout the training course.
- CBORD training courses begin promptly according to the times posted on the online registration.
- Customer will contact CBORD or register participants in the training course online at: <https://www.cbord.com/professional-services/training/>
- Customer will ensure participants are able to attend training in a workspace conducive to learning.
- Customer will provide workstations with Internet access for use with WebEx® to be used throughout the virtual course.
- Customer will provide a telephone with a headset for use throughout the virtual course.
- Customer will assign a course participant who will utilize the Nutrition Service Suite as part of their work assignments.
- Additional seats purchased at a discount must be attended during the same class date/time as the full-priced seat.
- Customer will ensure that all trainees will participate in training as scheduled according to the course outline.
- Customer will ensure that all trainees have basic computer and Windows® competencies.
- Customer will pay for training prior to attending the training course.
- Customer must cancel registration prior to the training course start date. A cancellation fee of \$200 may be assessed if the attendee does not cancel more than ten working days before the course start date. Optionally, another member of your organization may attend in place of the originally registered attendee. Registered attendees who do not attend the course and do not cancel will be charged the entire cost of the course.
- CBORD reserves the right to cancel courses due to low attendance within ten working days of the course start date.

##### Services Overview

CBORD will conduct a five-day training course on the competencies described in the course outline for the Nutrition Service Suite Course. The training will cover the following core competencies:

Participant will demonstrate the ability or have general knowledge of how to

- ✓ navigate the Nutrition Service Suite.
- ✓ access and utilize the patient card file.
- ✓ access item maintenance and create and modify food items.
- ✓ plan menus (using the meal food list) for various methods of food item selection.
- ✓ generate menus, tallies, tray tickets, and labels.
- ✓ conduct tray ticket troubleshooting.
- ✓ use nutrition goals and pattern fixing.
- ✓ access and make food selections in Room Service Choice Menu Select and Room Service Choice On Demand.



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CBORD will provide training in the virtual classroom environment using the CBORD training system installed. The product instructor will provide hands-on practice exercises on the topics as part of the course outline.

**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond what is included with the course.
- Participation in weekly project meetings.
- Project management services.
- Consulting services.
- Change management.
- Documentation.
- CBORD's Support Center is not a resource for training. Specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's product instructors are not the standard resource for support. Product instructors are scheduled in training classes and are often out of reach during standard working hours.

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FMS Installation/Upgrade  
Off-Hours Upgrade Performed by CBORD Support

**Assumptions**

1. CBORD will receive a signed addendum from the client at least five business days prior to the scheduled installation/upgrade.
2. Installation/Upgrade of a single database is running in a single instance of the relational database engine. Installations/Upgrades involving more than one database are subject to additional fees.
3. Preupgrade conference has been completed with assigned CBORD Support Technician, as well as site IT and application users.
4. The system configuration is confirmed and will meet CBORD specifications. (Server must meet minimum requirements; prerequisites such as SQL Server must be installed by site IT.)
5. Site IT will be available during the installation/upgrade for activities such as answering questions regarding site environment, rebooting servers, granting additional rights, and troubleshooting remote connectivity.
6. CBORD will have remote access to the server(s) with Administrator rights and full control.
7. Test installation/upgrade has been completed by the site prior to the Production installation/upgrade.
8. Printers will be purchased, installed, and tested prior to the installation/upgrade.
9. CBORD will have remote access to whatever workstation will be used for RSPQ. We will need Administrator rights with full control. (Applies to Room Service only.)
10. The RSPQ workstation will require a fat client. (Applies to Room Service only.)
11. Once installation is complete, site IT will publish necessary icon(s) from Citrix to the thin-client workstations. (Applies to Citrix environments only.)
12. Client will test application connectivity for a workstation (confirm connection by opening application) at completion. CBORD's upgrade responsibility is complete upon connection. Standard off-hours support will apply once connectivity is confirmed.
13. If a problem is encountered during an upgrade and cannot be resolved by the technician, rolling back to the previous version will be recommended. The reason for the problem will be researched by CBORD Support, a solution provided, and the upgrade/installation rescheduled for a mutually agreeable time.

**CBORD Responsibilities**

1. Completing the backup of the database prior to beginning the upgrade.
2. Installation/Upgrade of the relational database management system. (Applies to Sybase environments only.)
3. Installation/Upgrade of the relational database.
4. Client installation/upgrade on the server/s if desired/required.
5. Installation/Upgrade of RSPQ.
6. Upgrade of CBORD interfaces.
7. Setup of the .ini file.
8. If the upgrade fails, reset relational database management system to previous version. (Applies to Sybase environments only.)

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**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties:

- Installation/Upgrade scheduled for anytime on Saturday, Sunday, or a holiday.
- Application testing.
- Installation/Upgrade of software and applications not provided by CBORD.
- Interface configuration/testing (to be scheduled with the CBORD Interface Team).
- Installation/Upgrade of Client workstations.
- Installation/Upgrade of Client remote devices, such as handhelds.
- Setup and maintenance of database backups.
- Setup and maintenance of database maintenance plans.
- Publish necessary icon(s) from CITRIX to the thin-client workstations. (Applies to CITRIX environments only.)
- Project Management, such as meetings, timelines, and documentation.

**Changes to the Statement of Work**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional service fees as described in this Statement of Work.

## **CBORD Statement of Work: Project Implementation Plan**

### **Introduction**

Welcome to the CBORD® Statement of Work for Project Implementation Plan. This document outlines the support services you receive when you contact to have an Implementation Representative provide a project implementation plan. This document is not intended to explain every item that CBORD On-Site Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Services:

- Project Implementation Plan Preparation
- Project Implementation Plan Visit
- Project Implementation Plan Follow-up
- Customer Quality Measurement
- Assumptions
- Services Out of Scope
- Changes to SOW

### **Project Implementation Plan Preparation**

CBORD shall perform the following tasks in preparation for Project Implementation Plan (PIP):

- Conduct a project introduction meeting including the Customer's project team and key players from CBORD. The purpose of this meeting is to review Systems and services licensed as part of the contract, review the CBORD System's implementation blueprint, introduce the implementation worksheets, and schedule dates for project activities, such as the Project Implementation Plan site visit and completion of the implementation worksheets.
- Deliver a mutually agreed upon agenda detailing CBORD client service contacts, dates, times, meetings, and activities to take place during the onsite portion of the PIP at least 5 business days prior the scheduled review.
- Confirm travel arrangements for the site visit based upon contract specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.
- Review the implementation worksheets completed by the Customer prior to the scheduled site visit.

Customer shall perform the following tasks in preparation for Project Implementation Plan:

- Identify Customer's members of the CBORD Systems implementation project team.
- Assemble and make available project documents such as project charters created for the CBORD Systems implementation project.
- Complete the implementation worksheets by the scheduled date as identified during the project introduction meeting.
- Assemble and make available reports and other information such as flowcharts used in operations essential to the CBORD System implementation.
- Schedule meeting participants according to the agenda.

### **Project Implementation Plan Visit**

CBORD shall perform the following tasks during the PIP development:

- Meet with key staff members to discuss operational and utilization goals with CBORD Systems.
- Meet with the project team to identify resources, scope, risks, and assumptions.
- Meet with the project sponsor to review goals and objectives of the CBORD Systems implementation project.
- Conduct a site tour of the operation to get an understanding of the operational flow.
- Establish an initial project timeline and present it to the project team for feedback.

Customer shall perform the following tasks during PIP development:

- Participate in PIP meetings as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings and other distractions during the PIP onsite meetings.

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**Project Implementation Plan Follow-Up**

CBORD shall perform the following tasks as follow-up to the PIP development:

- Deliver a status report to the Customer's primary contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following the site visit.
- Develop the PIP to include an executive summary, project timeline, project team matrix, database build plan, CBORD System training plan, report cross-reference, risks, and assumptions.

Customer shall perform the following tasks as follow-up to the PIP delivery:

- Review the PIP upon receipt contacting the implementation resource with any questions.
- Upon receipt of the PIP, email a confirmation that the PIP has been delivered and accepted.

**Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

**Assumptions**

- CBORD shall assign an implementation resource who will provide the services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD software and how it is used effectively in operations.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign a single resource to coordinate the Customer CBORD System implementation activities and tasks.
- Customer shall assign a project manager to maintain the Project Implementation Plan, including the timeline, following its initial development by CBORD.

**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.

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**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

## **CBORD Statement of Work: FNS Project Team Associate**

### **Introduction**

Welcome to the CBORD® Statement of Work for Project Team Associate. This document outlines the implementation services you receive when you contract to for project management. This document is not intended to explain every item that CBORD Project Management does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD Project Management Services:

- Project Team Associate
- Assumptions
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **Project Team Associate**

CBORD shall perform the following Project Team Associate services as requested:

- Participate in mutually agreed upon regularly scheduled project status meetings.
- Participate in topic specific project team meetings based on availability.
- Maintain a project issues list.

Customer shall perform the following tasks:

- Create and distribute the project meeting agenda to the project team. An agenda will need to be provided to CBORD project manager at least 2 days prior to the meeting.
- Provide advance notice if a CBORD subject matter expert is needed to participate in a project team meeting. The CBORD project manager is not the subject matter expert in all areas.
- Participate in project meetings, take meeting minutes, and distribute to the project team.
- Identify System or project issues that need to be added to the issues list.
- Maintain a project timeline according to client requests to include adjusting dates, percentages completed, and resource names.
- Provide information on change to dates, resources, and work completed in order for the CBORD project manager to maintain the project timeline.

### **Assumptions**

- CBORD shall assign an implementation resource who will provide the Project Team Associate services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD software and how it is used effectively in operations. The implementation resource will not be the subject matter expert on all aspects of the project.
- CBORD implementation resource does not coordinate CBORD staffing requirements.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign a single resource to coordinate the Customer CBORD System implementation activities and tasks.
- Customer shall provide project team members with access to Microsoft Project so they can utilize the project timeline.

### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

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**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of a quote or Amendment signed by both parties. These services are available for an additional fee.

- CBORD Agreement negotiations.
- Training. The CBORD implementation resource does not provide training unless he/she is the subject matter expert.
- Consulting services.
- Change management.
- Documentation beyond the project timeline:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Customizing reports. A separate written Agreement may be in place for CBORD to provide customized reports.
- CBORD software and installations. CBORD's Support Center is available to provide telephone assistance with software installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement may be in place for this service.

**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.



## **CBORD Statement of Work: FNS On-Site Go-Live Support**

### **Introduction**

Welcome to the CBORD® Statement of Work for On-Site Go-Live Support. This document outlines the support services you receive when you contact to have an Implementation Representative come on-site to provide go-live support. This document is not intended to explain every item that CBORD On-Site Go-Live Support does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Go-Live Support.

- Onsite Go-Live Support Preparation
- Onsite Go-Live Support
- Onsite Go-Live Support Follow-up
- Assumptions
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **On-Site Go-Live Support Preparation**

CBORD shall perform the following tasks in preparation for onsite go-live support:

- Deliver a mutually agreed upon agenda detailing objectives for the go-live support dates, times, and CBORD client service contacts at least 5 business days prior to training.
- Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.

Customer shall perform the following tasks in preparation for onsite go-live support:

- Complete the tasks necessary according to the workplan or status report from previous trainings. These tasks include database coding, interface testing, and operational procedure documentation and testing.
- Complete all tasks defined on the go-live checklist. These tasks include staff training, interfaces live, and hardware and System installed and tested.
- Communicate with hospital administration and departments regarding the scheduled go-live and changes impacting staff and patients.
- Create a go-live schedule and schedule managers and employees accordingly to ensure the go-live is appropriately staffed.

### **On-Site Go-Live Support**

CBORD shall perform the following tasks during onsite go-live support:

- Assist with go-live operations to ensure a smooth transition to utilization of CBORD Systems. A CBORD representative will be onsite during the go-live for the contracted number of days.
- Assist with troubleshooting CBORD System or database issues as they arise. The CBORD representative will assume the responsibility for contacting CBORD technical support if necessary.

Customer shall perform the following tasks during onsite go-live support:

- Participate in go-live activities as scheduled according to the go-live schedule.
- Provide a System administrator resource to serve as a subject matter expert when the CBORD representative is onsite.
- Provide IT support as needed for hardware or interface issues that may arise

### **On-Site Go-Live Support Follow-Up**

CBORD shall perform the following tasks as follow-up to onsite training:

- Deliver a status report to the primary client contact detailing open issues, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to onsite training:

- Complete the task list as outlined in the status report.

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**Assumptions**

- CBORD shall assign an implementation resource who will provide the services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD System and how it is used effectively in operations.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign an IT resource to be available to assist with hardware or network issues that may arise during go-live.
- Hardware that meets the minimum recommended specifications, including printers, shall be available when needed, based on the onsite go-live dates.
- Network shall be available, if appropriate to the setup.
- If available and agreed upon by CBORD and Customer, remote access to the server or application will be available for CBORD technical support.

**Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.

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- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

## **CBORD Statement of Work: FNS On-Site Training**

### **Introduction**

Welcome to the CBORD® Statement of Work for On-Site Training. This document outlines the support services you receive when you contact to have an Implementation Representative come on-site to provide training. This document is not intended to explain every item that CBORD On-Site Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Training

- Onsite Training Preparation
- Onsite Training
- Onsite Training Follow-up
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **On-Site Training Preparation**

CBORD shall perform the following tasks in preparation for onsite training:

- Deliver a mutually agreed upon agenda detailing objectives for training, dates, times, topics, and CBORD client service contacts at least 5 business days prior to training.
- Provide a recommendation of applicable eSeminars that should be reviewed by training attendees prior to onsite training.
- Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.
- Provide a System training guide that supports the general training for up to 6 trainees. A training guide is typically provided at the first training session for an implementation project and not delivered for subsequent trainings unless significant changes have been made to the manual.

Customer shall perform the following tasks in preparation for onsite training:

- Set up training room with workstations so that there are no more than 2 trainees per workstation. A laser printer should be configured and easily accessible during the onsite training.
- Set up training room workstations with the appropriate System, database, and network access needed for training.
- Provide the necessary tools for successful training such as a projector, whiteboard or flip chart and markers, if it is determined such tools are needed.
- Schedule trainees to attend training according to the agenda. Attendees must be dedicated to participating in the training during the times in which they are scheduled. Cell phone, email, internet, outside meetings, and other distractions need to be limited.
- Complete the tasks necessary according to the timeline or status report from previous trainings.

### **On-Site Training**

CBORD shall perform the following tasks during onsite training:

- Train to the competencies based on topics outlined on the agenda.
- Modify the agenda if necessary based on progress made during the training. Because of travel requirements, training must end on time. Additional training time may need to be scheduled.
- Provide hands-on practice exercises on the topics as part of the training agenda.
- Provide training on the CBORD System as available according to the licensed software modules and system version installed. Any customizations, data entry, or deployment issues that arise during onsite training will be addressed as a follow-up task and may result in a need to contract for additional services.
- Provide a task list according to the training either verbal or via email if available upon the close of training.

Customer shall perform the following tasks during onsite training:

- Participate in training as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings, and other distractions during the training.

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### **On-Site Training Follow-Up**

CBORD shall perform the following tasks as follow-up to onsite training:

- Deliver a status report to the primary client contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to onsite training:

- Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.

### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.
- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

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**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

## **CBORD Statement of Work: FNS Personalized Distance Training**

### **Introduction**

Welcome to the CBORD® Statement of Work for Personalized Distance Training. This document outlines the implementation services you receive when you contract to have an Implementation Representative provide distance training. This document is not intended to explain every item that CBORD Personalized Distance Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD Personalized Distance Services:

- Distance Training Preparation
- Distance Training
- Distance Training Follow-up
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **Distance Training Preparation**

CBORD shall perform the following tasks in preparation for distance training:

- Deliver a mutually agreed upon agenda detailing objectives for training, dates, times, topics, and CBORD client service contacts at least 5 business days prior to training.
- Provide a recommendation of applicable eSeminars that should be reviewed by training attendees prior to distance training.
- Schedule and send an appointment for online communication tool to be used during the training.
- Provide a system training guide that supports the general training for up to six trainees. A training guide is typically provided at the first training for an implementation project and not delivered for subsequent trainings.

Customer shall perform the following tasks in preparation for distance training:

- Verify ability to connect and use the online training tool working with an IT resource to resolve any connection or firewall issues.
- Schedule trainees to attend training according to the agenda. Attendees should be dedicated to participating in the training during the times in which they are scheduled. Cell phone, email, internet, outside meetings and other distractions need to be limited.
- Complete the tasks necessary according to the workplan or status report from previous trainings.

### **Distance Training**

CBORD shall perform the following tasks during distance training:

- Train to the competencies based on topics outlined on the agenda.
- Modify the agenda if necessary based on progress made during the training. Additional training time may need to be scheduled.
- Provide training on the CBORD system as available according to the version installed. Any customizations, data entry, deployment issues that arise during distance training will be addressed as a follow up task and may result in a need to contract for additional services.
- Provide a task list according to the training via email upon the close of training.

Customer shall perform the following tasks during distance training:

- Participate in training as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings and other distractions during the training.

### **Distance Training Follow-Up**

CBORD shall perform the following tasks as follow-up to distance training:

- Deliver a status report to the primary client contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to distance training:

- Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.

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### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.
- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

### **Changes to the SOW**

Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.



**ATTACHMENT IX  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("BAA") effective May \_\_\_\_\_, 2017 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and The CBORD Group, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

**RECITALS**

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

**AGREEMENT**

**I. DEFINITIONS**

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05U), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable Laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI includes EPHI.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BA A in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

**3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1. **Responsibilities** of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of Covered Entity's PHI that is not permitted or required by this BAA; and (ii) any Security Incident involving Covered Entity's PHI of which Business Associate becomes aware. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, or the date which the breach should reasonably have been discovered by Business Associate. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and, if such investigation confirms a breach, shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

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(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall reasonably assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach of Covered Entity's PHI. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach subject to the limitation of liability in the underlying Agreement;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA ;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below; return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

Set: (i) If all or any portion of the PHI is maintained in a Designated Record

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 **Term.** This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's Service Agreement with Covered Entity.

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**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**5. MISCELLANEOUS**

**5.1 Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below. If to Business Associate, to:

Attn: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If to Covered Entity, to:  
Natividad Medical Center  
Attn: Compliance/Privacy Officer 144 1  
Constitution Blvd.  
Salinas, CA 93906

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Phone: 831-755-41 1 1  
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by Fed Ex or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. The Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this BAA by the Business Associate and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this BAA to provide the broadest possible coverage for the County. The Business Associate shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Business Associate is obligated to indemnify, defend and hold harmless the County under this BAA.

Covered Entity shall indemnify, defend, and hold harmless the Business Associate, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this BAA by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Business Associate for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Business Associate under this BAA.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages,



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losses, costs and expenses arising from a violation of HIPAA, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

**ATTACHMENT X**

Statement of Technical Support Services

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CBORD® ODYSSEY PCS™

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Changes are periodically made to the information contained in the *Statement of Technical Support Services: Customer Support Information and Service Level Guidelines*. Updates will be distributed as necessary.

Please send any comments on this document to the following address:

CBORD Technical Support  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850  
Telephone: 1-844-GO CBORD (1-844-462-2673)

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All other product names referenced are believed to be trademarks or registered trademarks or service names of their respective companies.

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## 1 Introduction

Welcome to the CBORD® Statement of Technical Support Services. This document outlines the support services you receive in exchange for your annual fees and explains how best to utilize these services. Service level guidelines, escalation procedures, and the general processes used within CBORD Technical Support are also described. This document is not intended to explain every item that CBORD Technical Support does or does not cover.

### Our Commitment to Support

We appreciate the partnership that CBORD shares with our Customers. At CBORD, we understand that the Customer's success may depend on how effectively the Customer can put our products to work. Sharing information, being responsive as well as accessible, and working through problems and solutions together are an important part of our commitment to providing an effective, comprehensive support program.

CBORD Technical Support strives to provide superior service that empowers and promotes success to our Customers. Support Technicians across all product teams adhere to the following principles which comprise the foundation of our core beliefs:

- Focus on outstanding quality of service
- Uncompromising integrity
- Utmost respect and attentiveness to our Customers
- Commitment to ongoing technical expertise and product knowledge

### Support Center

CBORD provides support coverage 24 hours a day, 7 days a week. CBORD Technical Support includes subject matter experts for the various supported products who understand the impact and the urgency in resolving issues.

## 2 CBORD Technical Support Center Procedures - How Support Works

The processes and procedures used by CBORD Technical Support help to ensure that each support request is handled in the most efficient, thorough, and professional manner possible, while providing a high level of Customer satisfaction.

### 2.1 When Is Support Available?

- Assistance is available 24 hours a day, 7 days a week. Technical Support in CBORD offices is staffed from 7 AM to 7 PM Eastern Time, Monday through Friday.
- Off-hours and holiday calls will be handled by an on-call Support Technician. An answering service may be used to route calls to the Support Technician. CBORD offices are closed on the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, Christmas Eve, and Christmas.
- Off-hours, holiday, and emergency support is for assisting with critical issues with CBORD products as defined in the Priorities section of this document.
- Home phone or cell phone numbers of CBORD Technical Support team members will not be distributed.
- At times, due to unplanned emergency situations during normal business hours (e.g., weather-related shutdown of a CBORD office), CBORD Technical Support's phones will be forwarded to the answering service for call routing to the Support Technician if possible.

### 2.2 Who Is Supported?

All Customers current in their annual fees are supported.

### 2.3 Telephone Support

CBORD provides high-quality support via telephone to help the Customer make the best use of their investment in CBORD products. Our goal is to track and route calls to the first available Support Technician to provide the highest level of Customer satisfaction.

Telephone support is the recommended way to get the quickest response from CBORD Technical Support as outlined in Section 3 (Service Level) of this document.

### 2.4 Web-Based Support - The CBORD Customer Portal

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website. Cases created over the web will be responded to as outlined in Section 3 of this document. Customers can track and update their current cases as well as add attachments via the CBORD Customer Portal. You can also schedule appointments as outlined in Section 2.9.

Note: Critical or high-priority issues should always be phoned into CBORD Technical Support. Only non-critical requests should be made through the CBORD Customer Portal. The CBORD Customer Portal service level commitments are based on the time the case was created.

Before you can get into the CBORD Customer Portal system, you must obtain a CBORD user ID and password. If you do not have an ID and password, go to <https://www.cbord.com/login/> to learn how you may obtain one.

Once you have an ID and password, you can find the Customer Portal at <http://esupport.cbord.com/>. Just enter the ID and password to log in, and then select Support Center on the left side of the screen. You will see options where you can Create and Close Cases, Query the Cases for your site, and Add Case Notes. You can also add attachments to new or existing cases as well as schedule appointments.

## 2.5 Contacting CBORD Technical Support

CBORD Technical Support is available to assist with and help resolve CBORD application and product issues for all CBORD Customers current in annual fees.

**NOTE: Urgent or critical support needs should always be phoned into CBORD Technical Support.**

- Via Phone for all CBORD Support Teams: **1-844-GO CBORD (1-844-462-2673)**
- Via the Internet: <http://esupport.cbord.com>  
The CBORD Customer Portal provides immediate access to the Customer's support activity at CBORD. The CBORD Customer Portal forms an important link between your operation and our support center. Every contact made with CBORD Technical Support is logged and tracked online. You can view the status of the site's issues in real-time as well as insert notes and additional technical information directly into cases, to share with Support Technicians. You can also schedule an appointment for a support session with a technician (see 2.9 Scheduled Support below).

Upon contacting CBORD Technical Support, a case will be created within the CBORD case-tracking system where all information and details related to the reported issue will be documented. The information contained in each case is freely available to Customers current in their annual fees.

## 2.6 Who Can Call?

Any trained user of the CBORD application at a covered Customer site may contact CBORD Technical Support. However, one or more application experts should be identified at each site who will act as a Primary Contact. CBORD's case-tracking database has designated a Primary Contact(s) linked to each Customer site. Primary Contacts are required to be knowledgeable about the installed CBORD products at the Customer site and how they are used in the Customer-specific environment.

CBORD Technical Support should be notified if the Customer needs to change their contact or site information. This is necessary to ensure we maintain accurate and complete contact information for all sites. Please be prepared to provide the following details:

- Company/Site Name
- New Contact Name (to be added) and/or Former Contact Name (to be removed)
- Title
- Address
- Phone, Fax, and E-mail Information

## 2.7 Before You Call

Telephone support is the best way to get the quickest response from CBORD Technical Support, especially for urgent issues. Non-critical issues can be reported via the CBORD Customer Portal on the Internet. The guidelines below will help you make the most effective use of CBORD Technical Support – and help us resolve issues quickly and accurately.

If something isn't working the expected way, we recommend that you explore the problem to assess whether it's something you can readily resolve. The following are suggestions to try:

- Verify that the problem is related to the CBORD application. The problem may be with the network, power, third-party software, or interfaces in which case the appropriate vendor for support will need to be contacted.
- Attempt to reproduce the problem.
- Check the obvious things like cabling, power, login information, etc.
- Review all relevant documentation – including any manuals and application help.
- If the problem is reproducible, check to see if any changes have recently taken place in the operating environment that might be responsible for the problem.
- Note any error messages you're getting.
- Go to the CBORD Support and Training website at <http://www.cbord.com/support/> and search for any relevant documentation and/or solutions. Just click on the product for which you want more information, by selecting Food & Nutrition Systems, Gold Systems, or Odyssey Systems located on the right side of the screen.
- Review CBORD's Knowledge Base Library at <https://www.cbord.com/support/kb/>. Written by CBORD Support Technicians as well as by Customers, these articles provide troubleshooting information, answers to frequently asked questions, and technical walkthroughs.

## 2.8 When You Call

When you contact CBORD Technical Support, please provide the following information when working with the Support Technician:

- The name of the CBORD application (e.g., Nutrition Service Suite®, EventMaster®, CS Gold®)
- The version of the application
- A description of the issue including expected results versus actual results. This is key in assisting CBORD Technical Support in setting the priorities as outlined in Section 3.2 (Case Priorities).
- Actions you tried in order to resolve the issue
- Relevant documentation such as log files and screen shots
- Exact error messages
- A specific site contact, whether it be the caller or another Customer contact, for CBORD Technical Support communication. This should include all phone numbers, including cell, and e-mail information in order to facilitate issue communication.
- If a call back from CBORD Technical Support is required, any time frame limitation on when not to call.

## 2.9 Scheduled Support

In certain instances you can schedule an appointment for a specific day, time, and duration for a CBORD Support Technician to work with you on your issue. Scheduling an appointment depends on the complexity of the issue as well as the availability of appointment slots. If you reach one of our Support Associates instead of a Support Technician when you call in, ask about options for scheduling an appointment.

You can also schedule support sessions via the eSupport web portal at <https://esupport.cbord.com> for most products and support services. This includes same-day appointments when time slots are available. Instructions on using this feature are in section 7.0 of the [eSupport Web Portal Guide](#). Please ensure you are using the product selector drop down when selecting and scheduling the Service teams available. Please note that certain activities including product upgrades and installs as well as some CBORD product areas cannot currently be scheduled via the eSupport Web Portal.



## 2.10 Case Number

Each Customer support request that comes into CBORD Technical Support, by any medium (phone or via the CBORD Customer Portal on the Internet), is logged into our case-tracking system and assigned a case number. This unique identifier enables the Customer and our Support Technicians to track issues until the problem is resolved. It is important to record this number for reference in the event a status update is required or you have additional information or questions regarding the case.

## 2.11 Case Resolution - Assistance from Other Areas

After a case is created, the Support Technician will attempt to resolve the issue. If the issue cannot be resolved in a timely manner, the case will be escalated to a senior-level Support Technician or another CBORD team such as Development. Resolution times vary, but are estimated depending on priority as defined in Section 3 (Service Level) of this document.

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

Due to the complexity of issues that are normally worked on by senior-level Support Technicians and the Development group, resolution-time guidelines are no longer in effect upon escalation. However, while the guidelines may no longer apply, we will still work for an expedient resolution – particularly for those issues of highest urgency.

## 2.12 Case Closure/Resolution

The following criteria will be used to determine when a support issue can be closed:

- A solution is provided to the Customer to implement.
- A fix is implemented by a Support Technician.
- The Customer fails to respond to multiple communications from CBORD.
- A product enhancement request, submitted via the case, has been approved or rejected by CBORD's Development team. If approved, the enhancement will be in a future release.
- It is determined that the issue is not due to the CBORD product but to external issues beyond CBORD's control and influence.

From time to time, the need arises to reopen a previously closed case within the CBORD case-tracking system. CBORD Technical Support may choose to reopen a case previously closed or open a new case with reference to the previous case number.

## 3 Service Level

This section reviews the Response and Resolution Time goals for CBORD Technical Support. Response and resolution times are measured guidelines that define how quickly CBORD Support initially responds to a request for assistance, and the total duration of time required to complete the request for assistance.

### 3.1 Response Time

The time that it takes the Support Technician to contact the Customer after the case is created in CBORD's case-tracking system.

If the Customer requests a specific Support Technician when a case is created, response-time standards do not apply.

Initial Response Times for Standard Support:

Case Reported By	Initial Response Time
Phone call via support line - business hours	Immediate up to 1 hour (up to 30 minutes for Priority 1 issues)
Phone call via support line - off-hours	Up to 1 hour
CBORD Customer Portal on the Internet	Up to 1 business hour for new case submissions. Business hour is within 7 AM to 7 PM, Eastern Time, Monday through Friday.

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### 3.2 Case Priorities

All cases created by CBORD Technical Support will be assigned a priority level indicating the magnitude of the Customer issue. Service-level standards and measurements are based on the priority assigned to a case.

Please note that the descriptions and examples below are not intended to define absolutely the criteria by which priority assignments are made. The priority assigned to any case is determined by, and at the sole discretion of, CBORD Technical Support.

Priority Level	Clinical (and Long Term Care), Food Production, and Catering	Odyssey PCST™, Oracle® Hospitality/MICROS® POS, CS Gold, Odyssey HMS™, and GET™
<b>Priority 1</b>	<p>Outage or loss of key functionality that is high impact and high urgency (critical):</p> <ul style="list-style-type: none"> <li>Room Service Concerco® not generating meal selections</li> <li>Live System down</li> <li>NetMenu® – Multiple locations or a significant number of users impacted</li> <li>Room Service Tray Tickets <u>not</u> printing</li> <li>Tray Tickets or Tray Cards <u>not</u> printing for multiple patients/residents for the same or next day meals only; otherwise Priority 2</li> <li>Upgrade failure in live environment</li> </ul>	<ul style="list-style-type: none"> <li>“Credit Card Processing not working” issues at ALL workstations and not a confirmed outage</li> <li>Revenue Center down</li> <li>All access locations and/or alarms are offline or not working</li> <li>Campus Emergency/Lockdown event – including related to potential or reported criminal activity</li> <li>CCTV security system failure</li> <li>CS Gold patron/database records deleted in error</li> <li>Entire system is offline</li> <li>Production System down</li> <li>Server crash</li> <li>All registers at a location down</li> </ul>
<b>Priority 2</b>	<p>Loss of key functionality that impairs the user’s ability to maintain business processing (urgent):</p> <ul style="list-style-type: none"> <li>CBORDian onsite</li> <li>ETM did not complete in live environment</li> <li>EventMaster: Unable to access events</li> <li>EventMaster: Unable to print standard contracts/event sheets/invoices</li> <li>NetMenu – The business can continue in a restricted fashion; no acceptable workaround</li> <li>Patient Menus not printing for the same or next day</li> <li>Production Interface down</li> <li>Tray Monitor® down in live environment</li> <li>Tray tickets not printing for a single patient or for meals in Live System and beyond the current or next day</li> <li>Unable to generate production reports</li> <li>Unable to place orders</li> <li>Unable to process inventory</li> </ul>	<ul style="list-style-type: none"> <li>A single or group of access locations and/or alarms is offline or not working</li> <li>CCA (Credit Card) issues</li> <li>“Credit Card Processing not working” issues at ALL workstations and it’s confirmed that there is an outage at one of our third parties</li> <li>“Credit Card Processing not working” issues at only one workstation if there are other workstations at the location working. If that’s the only workstation, then Priority 1</li> <li>EOD (End of Day) failures</li> <li>Payroll deduct (Export) issues</li> <li>Single CCTV security system camera offline</li> <li>Single terminal / register is down</li> <li>User Interface can’t connect or has an error that makes it otherwise unusable</li> </ul>
<b>Priority 3</b>	<p>“Standard support” including but not limited to:</p> <ul style="list-style-type: none"> <li>DB Backup issues</li> <li>End of Day issues</li> <li>NetMenu – Minor loss of service where the impact on the business is an inconvenience; short-term workaround to resolve the incident</li> <li>Patient Menus not printing beyond today or next day</li> <li>Test Environment Issues</li> </ul>	<p>“Standard support” including but not limited to:</p> <ul style="list-style-type: none"> <li>CCA Install (Express Service fee required)</li> <li>DB Backup issues</li> <li>Parameter Configuration</li> <li>Reporting Issues</li> <li>Test System issues including Test System Down</li> </ul>
<b>Priority 4</b>		
<b>Priority 5</b>	<p>Activities that need scheduling:</p> <ul style="list-style-type: none"> <li>Custom Report and Query Requests</li> <li>Enhancement Requests</li> <li>Installations</li> <li>Upgrades</li> <li>VPNs/Bomgar® Installation</li> </ul> <p>Informational:</p> <ul style="list-style-type: none"> <li>Documentation Requests</li> <li>Questions/information on setup, configuration, and reporting</li> <li>Security Forms</li> </ul>	<p>Activities that need scheduling.</p> <ul style="list-style-type: none"> <li>CCA Install/Change of Service</li> <li>Reconciliation (Out of balance, Totals incorrect, etc.)</li> <li>CS Gold and Oracle patch upgrades</li> <li>Datacard® upgrades</li> <li>Odyssey version upgrades</li> <li>Revenue Center add-ons (non-Express Service fee)</li> <li>Server Swaps</li> <li>Service Pack/Hot Fix for Oracle Hospitality/MICROS</li> <li>POS Manager Workstation Reinstall</li> <li>VPNs/Bomgar Installation</li> </ul>

### 3.3 Resolution Time

CBORD Technical Support strives to deliver a resolution in as expedient a time frame as possible. Expected resolution time is different for each situation or issue. The Support Technician will work with the Customer to evaluate the problem being encountered and determine the appropriate priority assignment and thus a resolution time target.

Target resolution time indicated is for the primary issue to be resolved. However, the case may remain open for monitoring and verification purposes.

Target resolution time based on priority:

Priority Level	Target Resolution Time
Priority 1	4 hours or less
Priority 2	8 hours or less
Priority 3	Resolution time will vary depending on the specific issue

Issues causing a suspension of resolution time tracking may include:

- Tasks requiring additional information from the Customer including copies of databases, reports, or logs
- Implementation of changes that require remaining in a monitoring state for an extended period before confirmation of resolution (e.g., a problem with End-of-Month reporting)
- Escalation to Customer IT
- Delays due to unavailability of Customer server remote access
- Escalation to Development for further research
- Oracle Hospitality/MICROS hardware repair dispatch
- Programming or consultation issues that require the scheduling of resources not normally available in Technical Support
- Feature enhancement requests

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

### 3.4 Customer Escalation of Issues

CBORD wants all Customer experiences to be positive. If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line.

If the issue is still not resolved, you can request further escalation when calling in on the support line to:

- Technical Support Senior Manager, Operations
- Director of Technical Support

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## 4 Scope of Support

The following outlines the scope of activities for the CBORD Technical Support teams. Refer to <http://www.cbord.com> for specific products supported. Scope-of-Support revisions for CBORD's Hosted Products are indicated.

**Y** = Responsibility of CBORD Technical Support and/or the Customer

**N** = Not a responsibility of CBORD Technical Support and/or the Customer

**N/A** = Not applicable

**B** = The activity is out-of-support scope and not covered by annual fees but is available from CBORD at an additional cost; certain activities may be managed and executed by areas outside CBORD Technical Support including CBORD's Managed Services and Implementation teams

Activity	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.1 Standard Support</b>				
<b>Problem Resolution</b>	Technical problem solving and troubleshooting of CBORD applications. - Refers to CBORD-developed applications. Third-party applications vary by support team.	Y	N/A	See <a href="http://www.cbord.com">http://www.cbord.com</a> for product listings.
<b>Third Party</b>	Limited third-party product support.	Y	N/A	See <a href="http://www.cbord.com">http://www.cbord.com</a> for product listings.
<b>Application Error Messages</b>	Resolution and/or explanation of CBORD application-generated error messages.	Y	N/A	
<b>Questions</b>	General guidance with CBORD application procedural and system capability questions.	Y	N/A	
<b>Interface Implementation</b>	New interface implementation requests between CBORD applications and non-CBORD products.	B	N/A	Will be forwarded to CBORD Sales.
<b>Site Implementation</b>	Site-specific implementation of the application is outside the scope of support but is available as a billable service through CBORD's Implementation team.	B	N/A	Billable service.
<b>User Problem Assistance</b>	Assistance with user problems that occur during normal system operations of CBORD applications. - CBORD will provide limited support on database management systems <i>except db administration</i> .	Y	N/A	Support on database management systems for CS Gold is limited to Windows®-based Oracle databases.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>System Feature Assistance</b>	Assistance to trained users in using System features. - CBORD reserves the right to identify training shortcomings and require those deficiencies be corrected in order to continue providing in-scope support.	Y	N/A	Customer to ensure that users are trained.
<b>Hardware Maintenance</b>	Processing requests for hardware maintenance or repair purchased from or through CBORD. The specifics of the maintenance or repair are dependent on the service contract level of the equipment.	Y **	N/A	** Hardware maintenance <u>not applicable</u> to Odyssey HMS.
<b>Product Defects</b>	Escalate product defects to the CBORD Development team. - Support submits to Development and communicates with the Customer the status of the issue as well as when the correction has passed testing.	Y	N/A	
<b>Enhancement Requests</b>	Processing of enhancement requests. All enhancement requests are evaluated by CBORD Product Management to determine future system development. - Support submits requests to Development. Enhancement cases will not remain open if not addressed in a soon-to-be released version. - Customer can contact CBORD Technical Support if status updates are desired, as well as review release notes on the CBORD website at <a href="http://www.cbord.com">www.cbord.com</a> .	Y	N/A	
<b>Onsite Support</b>	Onsite support by CBORD technicians.	N	N/A	While CBORD technicians do not provide onsite support, at its discretion CBORD may dispatch third-party technicians to repair equipment (based on service contract level for the equipment as well as complexity of the repair and challenges with depot repair for the equipment).
<b>Custom Development</b>	New custom development including queries, views, and reports.	B	N/A	While CBORD technicians do not provide custom development, the CBORD Technical Support teams will submit the requests to the proper team within CBORD for a specification and quote.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>Net Product Support</b>	Initial point of contact for "Net Products" hosted by CBORD.	Y **	N/A	** Not applicable to Oracle Hospitality/MICROS POS Support.
<b>Infrastructure Support</b>	Maintaining operating environment and network infrastructure including but not limited to virtualized environments, network operating systems, etc.	N	Y	Infrastructure must be to CBORD specification.
<b>CBORD Website Assistance</b>	CBORD website support – questions regarding recorded eSeminars, documentation, CBORDData, ftp, etc. - Will communicate with CBORD resources to address the issue.	Y	N/A	
<b>Documentation</b>	Provide existing documentation to Customers.	Y	N/A	
<b>4.2 Off-Hours Support</b>				
<b>Off-Hours</b>	Support during non-standard business hours. - Off-hours support will be used to resolve emergency issues defined in this document as either Priority 1 or 2. - Priority 3 and 5 cases will be handled during regular business hours unless previously scheduled as a billable service.	Y	N/A	
<b>4.3 Remote Access</b>				
<b>Remote Access Requirement</b>	Remote access recommended for support across most product lines.	Y **	N/A	** Certain CBORD products do not require remote support; contact CBORD Technical Support for questions.
<b>Bomgar</b>	Bomgar Installation - Subject to approval and appropriate licensing fee. Must be scheduled.	B	N/A	
<b>VPNs</b>	VPN Installation – Limited to configuration on the CBORD network. Subject to approval and appropriate licensing fees. Must be scheduled.	B	N/A	
<b>File Transfer Assistance</b>	Remote access to Customer site to transfer files required for support from Customer location to CBORD (e.g., via ftp).	Y **	Y **	** Customer is responsible for providing database for Food and Nutrition Solutions Support.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.4 Training and Implementation</b>				
<b>System Training</b>	System training – “How-to” questions exceeding 30 minutes of support time or at the discretion of the Support Technician. If the Support Technician determines that the application is working as intended, the site will be referred to Implementation Services for training.	B	N/A	
<b>Account Management</b>	Account management, including participation in regularly scheduled project meetings or case reviews. Including but not limited to: - Maintaining a list of submitted issues. - Creation and documentation of SOPs.	B	Y	
<b>Data Coding</b>	Data coding and programming – may be provided by a CBORD team other than Support at the discretion of CBORD.	B	N/A	
<b>New Documentation</b>	Creation of new documentation specific to a Customer.	N	Y	
<b>Disaster Plan except for CBORD Hosted Products</b>	Creation of a disaster recovery plan specific to the CBORD product.	B	Y	Customer should have a disaster recovery plan.
<b>Disaster Plan for CBORD Hosted Products only</b>	Creation of a disaster recovery plan for CBORD Hosted Products.	Y	Y	CBORD has a disaster recovery plan for its datacenter. Contact CBORD’s Hosted Services for detail. In addition, CBORD strongly recommends that Customers have a disaster recovery plan for the Customer’s onsite infrastructure which the Customer uses for the CBORD Hosted Product.
<b>4.5 System Administration</b>				
<b>System Administration (except for CBORD Hosted Products)</b>	System administration including hardware and network infrastructure support.	N	Y	
<b>System Administration for CBORD Hosted Products only</b>	System administration to be performed by CBORD	Y	Y**	** Customer should administer on-premise hardware and servers. CBORD shall administer hardware and servers for Hosted Products.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.6 Installation and Upgrades – Except for CBORD Hosted Products</b>				
<b>New Product Installs</b>	New CBORD product installs and add-ons - Must be scheduled and requires Customer participation. Service is remote only. - CBORD support involvement will be limited to an advisory role for non-billable installs.	<b>B **</b>	Y	<b>** Billable for all support teams except Food and Nutrition Solutions Support. Customer involvement required.</b>
<b>Install Assistance</b>	Step-by-step assistance in the installation and configuration of the CBORD systems, including system and database upgrades. Service is remote only. This includes installations on new servers as well as situations where the application is being moved from one server to the other – i.e., “server swaps.”	B	Y	Customer involvement required. Certain CBORD applications cannot be installed by the Customer. Please contact CBORD Technical Support for more information.
<b>Major Version Upgrades</b>	Major Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.	Y **	Y	<b>** Billable for Oracle Hospitality/MICROS POS and CS Gold Products and require Implementation Services. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.</b>
<b>Minor Version Upgrades</b>	Minor Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD. - Upgrades for feature enhancements for Oracle Hospitality/MICROS POS may be billable.	Y	Y	Customer must be involved in upgrades. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.
<b>Patches</b>	Perform CBORD Product application patch. - Pending schedule availability. - Application of a CBORD product “defect correction” to the application in the Customer’s environment.	Y **	Y	<b>** Not available from Food and Nutrition Solutions Support.</b>



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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
Oracle	Database administration – Oracle only	B **	Y	** Offered as a billable service for Odyssey PCS and CS Gold only through CBORD's Managed Services group.
SQL Server / Sybase	SQL Server / Sybase® database administration.	B	Y	
<b>4.7 Disaster Recovery</b>				
<b>Improper CBORD Product Use except for CBORD Hosted Products</b>	Recovery from improper CBORD application database administration by the Customer including but not limited to: - Database table misuse. - Missing or insufficient backup. - Missing or incorrect hardware.	B	Y	Customer should have a disaster recovery plan.
<b>Improper CBORD Product Use for CBORD Hosted Products only</b>	Recovery from improper CBORD application database administration.	Y	Y**	CBORD has a disaster recovery plan for its datacenter. Contact CBORD's Hosted Services for detail. ** The Customer should have multiple users trained on the use of the CBORD Hosted Product to minimize any issues caused by user error.
<b>Disaster Recovery Assistance except for CBORD Hosted Products</b>	Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only.	Y	Y	Customer should have a disaster recovery plan.
<b>Disaster Recovery Assistance for CBORD Hosted Products only</b>	Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only.	Y	Y	CBORD has a disaster recovery plan for its datacenter. Contact CBORD's Hosted Services for detail. In addition, CBORD strongly recommends that Customers have a disaster recovery plan for the Customer's onsite infrastructure that is used for the CBORD Hosted Product.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>ID Card Production System Installs and Upgrades</b>	Hardware and software installs and upgrades for ID card production systems – Must be scheduled and requires Customer participation. Service is remote only. - This includes installation on new workstations as well as situations where the application is being moved from one workstation to another. - This includes replacing existing equipment, such as cameras and printers, with different equipment. - This includes interfacing new or replacement ID card production systems with CBORD systems.	<b>B**</b>	Y	** Scheduled through Implementation Services.
<b>Remote Access for Upgrades</b>	Use remote access to perform upgrade.	<b>Y**</b>	Y	** Not available from Food and Nutrition Solutions Support.
<b>Off-hours Upgrades</b>	Off-hours upgrades; service is remote only.	<b>B**</b>	Y	** Scheduled through Managed Services.
<b>Onsite Install/Upgrade</b>	Onsite installation and upgrades. - Refer request to CBORD Sales.	<b>B**</b>	Y	** Not available from Food and Nutrition Solutions Support.
<b>Upgrade Recovery</b>	Assist in recovery if an upgrade fails. - May include reverting to valid backed-up database. - Support Technician has discretion to stop the upgrade.	Y	Y	
<b>Test Upgrade</b>	Test upgrades with Customer-specific data – in-house.	N	Y	Customer should test upgrades.
<b>Test Licensed Custom Files</b>	Test licensed custom files/reports for upgrade. This refers to those reports and files developed by CBORD for a specific Customer and where the Customer is paying an annual fee for that file/report.	<b>Y**</b>	Y	** Applicable to Food and Nutrition Solutions Support only.
<b>4.8 Installation and Upgrades – CBORD Hosted Products Only</b>				
<b>Upgraded</b>	While Customer is deployed in a CBORD Hosted Environment, CBORD shall be responsible for all Installations and Upgrades of the CBORD application.	Y	**Y	** Customer should review release notes as upgrades are rolled out. Customer is responsible for any updates on the Customer’s onsite infrastructure as required.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.9 Customer Responsibility</b>				
<b>Infrastructure</b>	Ensure that all hardware, operating systems, networks, and peripherals are maintained and in proper working order.	N	Y	
<b>Minimum System Requirements</b>	Meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades.	N	Y	
<b>Software Backups</b>	Have software application backup capability – preferably to a different location – for disaster recovery purposes. Ensure that regular and valid backups are performed.	N	Y	
<b>System Administrator</b>	Have a system administrator (or a super user) responsible for managing such items as CBORD application logins and user access. Responsibilities also include ensuring proper database maintenance procedures are in place and followed including regular running of End of Day processes, data clean-up and purging, and so on. The system administrator will also be responsible for working with CBORD Technical Support during system upgrades.	N	Y	
<b>Trained Users</b>	Maintain a sufficient number of trained users.	N	Y	
<b>Regular Upgrades</b>	Upgrade application on a regular basis (CBORD recommends every 6 months) and be within 2 major releases of the current release.	N	Y	This will ensure that the Customer has the latest application enhancements as well as issue corrections. The Customer is responsible for reviewing the release notes on the CBORD website to determine if an upgrade is desired. The Customer must always backup their database immediately prior to beginning an upgrade.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>Remote Access</b>	Provide remote access to the CBORD application as outlined in Sections 4.3 and 7 (Remote Access) of this document.	N	Y	Bomgar is the CBORD Technical Support's preferred method of remote access. This is replacing Webex® as the prior recommended remote access solution.
<b>Clinical Interface Support</b>	For clinical systems, if Clinical Interface (NSI) messages aren't flowing, restart service must be attempted prior to calling CBORD Technical Support. CBORD Technical Support will not restart services.	N	Y	The Customer contacting CBORD Technical Support should report any error messages encountered.
<b>Clinical Interface Changes</b>	For clinical systems, if Clinical Interface (NSI) messages are changed due to additional data elements being sent or a change in the sending system, an interface analyst will be assigned to the project and the service is billable.	B	Y	Advanced notice must be given in order to accommodate change requests.
<b>Customer Contact</b>	Have a contact available who has access to the system including server and administration access and can work with the CBORD Support Technician when addressing the issue. This contact will be responsible for ongoing and timely communication as well as ascertaining and confirming with CBORD Technical Support when the issue is resolved to the Customer's satisfaction.	N	Y	
<b>Test Environment</b>	Maintain a test environment for evaluating upgrades and hot fixes.	N	Y	

NOTE: For any service or activity designated as billable, upon Customer request, you will be provided with a quotation along with a Statement of Work for completion of the activity. The Statement of Work will cover items in addition to the CBORD Statement of Technical Support Services (this document) specific to the billable service including assumptions and responsibilities.



## 5 Security and Passwords

CBORD Technical Support will work with the Customer to ensure that CBORD operates in compliance with regulations set forth in acts and standards such as the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Payment Card Industry Data Security Standard (PCI DSS) among others. The Customer is responsible for establishing and identifying its security policies. It is also responsible for communicating them to CBORD.

You should follow your site's Privacy and Security policies and procedures (e.g., HIPAA/HITECH, PCI DSS) before transmitting any data, such as credit card information or protected health information (PHI), to CBORD. If you enter any case notes via the CBORD Customer Service Portal (section 2.3), they should contain what is minimally necessary to identify your problem but not any information that could be in violation of security policies. Before you attach any files, please review and redact any information that is in violation of privacy and security policies.

In addition, access to the CBORD applications as well as the environment they are installed in are protected via User IDs and Passwords. CBORD takes this security requirement seriously and recognizes the importance in protecting the information contained within the applications as well as preventing unauthorized access.

The Customer is responsible for setting and maintaining user access to the CBORD applications and environment. The Customer should have a process in place to ensure user access is available as required for its users of the CBORD applications; this includes a means of escalation within the Customer location if access issues arise. This access should cover the hours during which the Customer will use the CBORD applications.

If the Customer contacts the CBORD Support Team requesting help for system access (including password assistance), the CBORD Support Team may do the following:

- First, request that the Customer contact their internal Site support team, usually IT, for assistance in access. Passwords and access to the environment in which the CBORD application may be installed (such as Operating Systems) are usually maintained and supported by the Customer's IT group.
- If it is determined that the Customer IT group is unable to assist, CBORD Technical Support will use due diligence to authenticate the user for valid access to the CBORD application. This could include, but may not be limited to, determination that the user is a valid contact for the site, based on CBORD's problem tracking database. The CBORD Support Team is committed to assisting the Customer but will never compromise security. Therefore, the CBORD Support Team may be unable to provide access or password information requested if CBORD is unable to authenticate the validity of the Customer contact or his/her request.

## 6 Hardware Maintenance

If you have hardware provided by CBORD that does not perform correctly, please contact CBORD Technical Support as soon as possible to report the situation so we can help you resolve the problem.

A Repair Authorization Number (RAN) is required to initiate a product return for replacement or repair. For a Repair Authorization Number, please contact CBORD Technical Support.

For Oracle Hospitality/MICROS systems, report the issue to CBORD Technical Support. CBORD Technical Support will assess the situation and, if necessary, dispatch an Oracle Hospitality/MICROS technician to your location.

If more than one unit of identical equipment is to be returned, all may be returned using a single RAN. Different types of hardware require separate RANs.

For more information on this process, including the CBORD Return Policy, please refer to your maintenance contract as well as the CBORD website at <http://www.cbord.com>.

## 7 Remote Access

Remote access to the Customer's computer system helps CBORD provide a much greater level of service to the site, allowing CBORD Support Technicians to work interactively on system issues. Bomgar Remote Access is the **preferred** method for CBORD Technical Support to use for remote access to our Customers' systems. Bomgar enables CBORD to offer its Customers a secure, persistent remote access to streamline the maintenance and support of CBORD systems.

- **Bomgar Unattended Access:** Customers using the unattended option maintain a connection between the onsite environment(s) on which the Bomgar application is installed and the Bomgar appliance hosted in CBORD's datacenter. The connection enables authorized CBORD personnel to access the Customer's environment(s) as directed by the Customer without requiring an onsite resource to initiate a support session. Bomgar requires only that the client installed in the Customer environment have outbound access to the CBORD appliance on ports 80 and 443. The connection to the Bomgar appliance is established as soon as the client launches. The appliance will remain connected until the client is turned off in the environment. Bomgar uses the 256-bit Advanced Encryption Standard (AES) on all traffic between the Bomgar appliance and connected Customer environments. The Customer can enable or disable the client at their discretion

Bomgar Attended Access is available for attended (Customer participation required) remote access on a limited basis.

- **Bomgar Attended Access:** Customers using the attended option establish a connection between the onsite environment(s) on which the Bomgar Button is installed and the Bomgar appliance hosted in CBORD's datacenter only when necessary to allow CBORD technicians to troubleshoot an identified issue or complete a specified task. The connection enables authorized CBORD personnel to access the Customer's environment(s) as directed by the Customer.

CBORD will consider alternative methods of remote access, but any method outside of the aforementioned Bomgar methods are outside the scope of normal support, and may be subject to additional licensing and labor fees.

In setting up remote access, CBORD will not provide any personal information to the Customer for a CBORD Support Technician including but not limited to birthday, birth date, or Social Security number (full or partial). This is to protect our employees' privacy. As needed, CBORD will provide unique CBORD business identifiers for a CBORD Support Technician to fulfill individual tracking requirements, though this will not include employee personal information.

CBORD Technical Support will obtain Customer's permission before performing any remote access to the Customer's location.

CBORD Technical Support's ability to offer assistance via remote access during off-hours is dependent on the Customer's method of remote access. Remote access outside the preferred and recommended solutions may preclude technician access during off-hours.

Remote access is to be used only for in-scope support activities.

As indicated in Section 5 (Security and Passwords) of this document, CBORD operates in compliance with regulations set forth in acts and standards such as the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Payment Card Industry Data Security Standard (PCI DSS) among others. Remote access to the Customer's computer system is initiated at CBORD workstations and/or networks with all access maintained and controlled by CBORD's Information Technology department. Access is limited to current CBORD employees with stringent password controls, such as password complexity and 90-day expiration.



## 8 Supported vs. Unsupported Platform

CBORD specifies hardware and software requirements for its products on the CBORD website at <http://www.cbord.com/support/hardware/>. This site is updated regularly as CBORD develops its products. Please be sure to review the information on this site prior to planning upgrades and installations.

The Customer must meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades. Note that certain CBORD products are not recommended for installation in virtual environments. This is also mentioned on the website at <http://www.cbord.com/support/hardware/virtualization/>.

Failure by the Customer to meet the minimum system requirements currently specified on the website and/or installing the CBORD system in a virtual environment when specified otherwise, will seriously impact CBORD Technical Support's ability to resolve issues effectively.

Software may experience performance degradation when running on an unsupported platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the unsupported platform and be installed on a supported platform.

CBORD Technical Support may defer support activity if it deems its product is installed in an environment other than that specified on the CBORD website.

If a third-party vendor, such as Microsoft®, announces end of support of its Operating System, CBORD Technical Support will strive to continue basic level support of any installed CBORD application using that Operating System. However, if an upgrade or patch of the CBORD application is required, then the Customer may first need to upgrade the Operating System to a supported Operating System following the CBORD website specifications.

## 9 Non-Certified Hardware Platform

CBORD has built and extensively tested a set of hardware platforms that have been certified to operate its software products effectively. The certification enables us to maintain the highest level of support for these products.

Customers may choose to operate our products on a non-certified hardware platform. In doing so, the customer is responsible for:

- Database maintenance, performance tuning, backup, and maintaining operation of the software on the non-certified platform.
- The proper configuration of the non-certified platform and software running in the environment.

Additionally, CBORD is not responsible for:

- Configuration recommendations if its applications are being operated in the non-certified environment.
- Testing and/or certification of its software to operate on the non-certified platform.
- Any guarantee of a resolution to issues confirmed to be related to the use of the non-certified platform.
- Endorsement of a particular product.

In the event a reported issue appears to be related to the non-certified platform, CBORD may require that the issue be reproduced on a certified platform. Issues confirmed to be unrelated to the non-certified platform will be treated in a manner consistent with CBORD's product support policies when the software is running on a certified platform.

Software may experience performance degradation when running on a non-certified platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the non-certified platform, and be installed on a certified platform.

## 10 Feedback and Customer Satisfaction

The CBORD Technical Support team strives to answer questions and resolve issues to the Customer's satisfaction. CBORD welcomes feedback on how the team is doing. The following comments highlight the Customer feedback process:

### Customer Satisfaction

A survey invitation will be sent when a support case is closed. This will include a link to the CBORD website to complete the survey. To facilitate this, it's important that the Customer have a valid e-mail address along with access to the internet.

Survey feedback is a key measurement in determining whether CBORD Technical Support is providing effective service to the Customer and in identifying strengths as well as tracking areas for improvement. The goal is to ensure that Customers get the support they require to use the CBORD applications effectively in their daily operations.

Surveys are voluntary and Customers are encouraged to complete the survey in order to provide feedback on support activity. CBORD Technical Support management will follow up on any area where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

## Appendix A: Definitions

<b>Application Expert</b>	A trained user at the Customer site who has multiple years of experience using the CBORD product. Will be responsible for training of new users for the Customer as well as participating in such tasks as upgrade planning. Typically the primary point of contact for the CBORD product at the Customer site.
<b>Case</b>	Constitutes a complete and formal record of a Customer issue, and CBORD Technical Support's response and action in resolving the issue.
<b>Case-Tracking System</b>	Used by CBORD Technical Support for managing all aspects of Customer interaction, allowing users to create and manage cases, set priorities, route cases, verify contracts, review case histories, and manage configurations,
<b>CBORD Customer Portal</b>	The web-based interface available to Customers and service partners which allows the creation, update, tracking, and closure of cases via the CBORD Internet site.
<b>Escalation Support</b>	Assistance provided beyond the Support Technician, e.g., Senior Support Technicians and other groups within CBORD such as Development. Issues that are beyond the scope of CBORD Technical Support, or found to be related to software defects, are normally escalated here.
<b>Off-Hours</b>	Time outside of regular CBORD business hours of 7 AM to 7 PM Eastern Time, Monday through Friday. Also the time when CBORD offices are closed due to the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, and Christmas and Christmas Eve.
<b>Resolution Time</b>	The time it takes to resolve an issue. Expected resolution time is different for each situation or issue and cannot be determined until the Support Technician has evaluated the problem and is able to determine the appropriate priority assignment.
<b>Response Time</b>	The time that it takes the Support Technician to contact the Customer after a case is created in CBORD's case-tracking system.
<b>Support Technician</b>	The member of CBORD Technical Support responsible for resolving the Customer issue. The Support Technician will document the support request, gather pertinent information, attempt first-call resolution, and escalate the request, if necessary.
<b>System Administrator</b>	A trained user at the Customer site responsible for installing, supporting, and maintaining the hardware and software infrastructure on which the CBORD products are installed. Responsibilities include, but are not limited to, such activities as user access and system maintenance, application of patches and hot fixes, data backup policies and procedures, and so on.
<b>Trained User</b>	A system user who has completed CBORD training and is familiar with the CBORD application and associated reference material.

## Appendix B: Quick Reference

Contact Information – For All Support Teams:

**Phone: 1-844-GO CBORD (1-844-462-2673)**

**CBORD Customer Portal on the Internet: <http://esupport.cbord.com>**

Support is available 24 hours a day, 7 days a week. Telephone support is the recommended way to get the quickest response especially for urgent issues. Cases submitted via the CBORD Customer Portal will have a response from a Support Technician within 1 business hour, 7 AM to 7 PM Eastern Time, Monday through Friday.

Information needed when calling:

- Your site and contact information.
- The name and version of the CBORD application.
- Description of the issue including expected results, error messages, and actions tried (if any).

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website.

To obtain a CBORD user ID and password, go to <https://www.cbord.com/login/>.

Once you have an ID and password, access the Customer Portal at <http://esupport.cbord.com/>.

Enter the ID and password to log in, then select Support Center on the left side of the screen. Options include:

- Create Cases.
- Close Cases.
- Query Cases.
- Add Case Notes.
- Add Attachments to Open Cases
- Schedule an Appointment for a Support Session

If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line. If a Support Manager is not immediately available, the call will be escalated to the Support Manager on Duty.

If the issue is still not resolved, further escalation can be made to:

- Technical Support Senior Manager, Operations
- Director of Technical Support

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## Appendix C: Document Change History

Version	Comments
Revision 1, July 2009	Initial Release of Document
Revision 2, March 2010	3.1 - Revised Priority 1 and CBORD Customer Portal response time 3.2 - Clarified priorities for tray ticket printing 4 - Added verbiage on CBORD Technical Support billable services 6 - Updated Webex remote access 7 - Added verbiage on "obsoleted" Operating Systems
Revision 3, Sept 2010	2.4 and Appendix B – Attachments can now be added to cases via the CBORD Customer Portal on the CBORD corporate website 2.5 – Minor formatting changes to emphasize using phone for reporting urgent support issues 4.7 – Clarified language under Install Assistance to include Server Swaps 5 – Added section on Security and Passwords
Revision 4, Aug 2012	2.5 and Appendix B – Updates to contacting CBORD Support 3.2 – Updates to priority classification Section 4 – Clarification of in-scope and out-of-scope (or billable) support services
Revision 5, Dec 2012	New CBORD Logo, Formatting
Revision 6, June 2013	7 – Added verbiage on CBORD control of Remote access to customer locations by CBORD employees only 10 – Valid e-mail address and Internet access required to complete a CBORD Support Customer Survey
Revision 7, May 2015	1 – Statement added on CBORD Technical Support’s core beliefs in service to our Customers 2.5 and Appendix B – New Phone contact information for CBORD Support 2.7 – Added information on CBORD’s Knowledge Base Articles 2.8 – Added information on scheduled appointments 2.11 – Verbiage modified for enhancement requests to CBORD Development 3.2 – Added Priority 1 and 2 reasons for security-related issues 4 – Added that billable services available from CBORD Managed Services and Implementation 4.1 – On Hardware Maintenance, support only available on hardware purchased from or through CBORD 4.7 – Added ID Card Production System Installs and Upgrades 7 – Added statement that CBORD will not provide any employee personal information if needed to set up remote access

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Revision 8, August 2016	<p>New CBORD Address - 950 Danby Road, Suite 100C, Ithaca, NY 14850 Food Management Systems Support is now Food and Nutrition Solutions Support MICROS is now Oracle Hospitality. 2.4, 2.5, 2.9, Appendix B – Note on scheduling appointments via the CBORD eSupport portal. 2.8 – Customer can identify a time “when not to be called” on a call back. 2.11 – Clarified that a case escalation will involve a “senior-level” Support Technician (instead of only a Senior Support Technician). CBORD has technician levels beyond the Senior role. 2.12 – Clarified case resolution for product enhancement requests. 3.2 – Priority modifications:<ul style="list-style-type: none"><li>- Priority 1 for same and next day printing of multiple patients; otherwise priority 2.</li><li>- Credit Card Process clarification for Priority 1 and 2.</li><li>- Register down clarification for Priority 1 and 2.</li><li>- Priority 3 Test System issue Clarification.</li><li>- Priority 5 Scheduling additions.</li></ul>3.2, 4.3, 4.9, 7 – Bomgar is now the preferred remote access for CBORD Technical Support replacing Webex. 3.3 – Additions to suspension of resolution time (due to outside factors). 4, 4.4, 4.5, 4.6, 4.7, 4.8 – Includes additional notes on CBORD’s Hosted Products as indicated. 4.1 – Oracle Database on Microsoft Windows platform only. 4.5 – CBORD’s Managed Services offers billable remote database administration services. 4.7 – Major Version and ID Card Production upgrades may require CBORD’s Implementation Services (billable). 4.7 – Off-hours Upgrades available through CBORD’s Managed Services offers (billable).</p>
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**ATTACHMENT XI**

CBORD Return Policy

Hardware purchased from CBORD may be returned for credit providing the following requirements are met:

1. A Return Material Authorization (RMA) Number must be obtained from CBORD within 30 days of either the receipt of the product, or completion of an installation by CBORD personnel, whichever is latest.
2. An RMA is valid for 30 days after issuance.
3. For full credit (minus restocking fees), hardware must be in new condition.
4. For full credit (minus restocking fees), hardware must be returned in the original, unmarked carton with the packing materials, and must include instruction manuals, discs, and accessories that were included in the original shipment.
5. *Please note: (a) Oracle MICROS hardware and software is non-returnable. (b) Annual fees for Oracle MICROS hardware are required for maintenance. If no hardware maintenance is chosen, Oracle prohibits time and material service for hardware. Oracle offers a 'return to support' program at additional costs for any qualifying hardware not on maintenance. Please contact your account representative for additional information.*

If upon receipt CBORD determines the hardware was defective, full credit shall be applied and no restocking fee shall be charged. CBORD will not credit the original shipping cost or the return shipping costs.

A restocking fee of 30% of the net cost will be applied.

All returns for CREDIT require a RMA issued by CBORD's Order Desk Department. The Return Material Authorization Number must be indicated on the shipping label. Inbound shipping

**For Ithaca, NY Returns:**

**RMA#**

**The CBORD Group, Inc.**

**950 Danby Road, Suite 100C**

**Ithaca, NY 14850**

**For Cypress, CA Returns:**

**RMA#**

**The CBORD Group, Inc.**

**6330 Gateway Drive, Suite A**

**Cypress, CA 90630**

**HARDWARE RETURNED FOR REPAIR**

If you have a CBORD product that requires repair, please contact your support team for a RAN (Repair Authorization Number).

**SOFTWARE**

A request for return will only be considered after the minimum term of 1 year.

**CONTACTS**

For an RMA or a request to return software please contact the Order Desk at: 844.GO.CBORD or [salesorders@cbord.com](mailto:salesorders@cbord.com).

For Technical support or a RAN please contact your support team at:

Tel: 844.GO.CBORD, or E-Support Via the internet: <https://esupport.cbord.com>



