



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
17.5  
(ID # 8129)

**MEETING DATE:**

Tuesday, October 30, 2018

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Agreement with The CBORD Group, Inc. for Software, Support, and Hardware Maintenance Services for an Aggregate Amount of \$468,021 for Two Years, Effective Upon Signature, 2 Years; District- All; [Total Cost \$468,021; up to \$46,802 in additional compensation]; Hospital Enterprise Fund.

**RECOMMENDED MOTION:** That the Governing Board:

1. Approve the Agreement with The CBORD Group, Inc. to provide Software, Support, and Hardware Maintenance Services for an aggregate amount of \$468,021 effective upon signature for a period of two years and, authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provisions that do not exceed the sum total of ten (10) percent of the total annual cost of the contract.

**ACTION:** Policy


  
 Jennifer Cruikshank, Chief Executive Officer - Health System 10/9/2018

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
 Nays: None  
 Absent: None  
 Date: October 30, 2018  
 xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By   
 Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 411,377	\$ 56,643	\$ 468,021	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Hospital Enterprise Fund-40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 18/19-19/20</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System-Medical Center requires a secure, fully automated and integrated software system that delivers state-of-the-art clinical food and nutrition management while also providing a best in class patient experience.

The current Food and Nutrition Department is assisted through the resources of a contractor (Morrison Compass Group) that handles all recipes, menus, nutritional analysis database, food and equipment inventory, procurement and cost containment.

CBORD is an industry leader in software solutions to help RUHS achieve its goal of abandoning the contractor model and launch a successful self-operated system.

A multi-discipline project team was assembled to research and evaluate different systems. Based on hands on demonstrations, site-visits, best practices and proven experience working with other successful, large health care systems, collectively the team is in agreement that COBORD will meet the needs of RUHS to achieve its vision of an integrated and automated clinical and food and nutrition management system.

By partnering with CBORD, our expectations are to be able to implement a system to support four key performance areas:

1. Clinical Nutrition Automation
2. Food Production and Management
3. Nutritional Analysis
4. System Deployment

**Impact on Residents and Businesses**

As RUHS-Medical Center continues to grow to serve the needs of the community, the Food and Nutrition Services Department will also need to grow to meet the increasing demands for patient safety, patient satisfaction, cost saving, revenue generating, and improving patient outcomes while maintaining compliance with regulatory standards at all times. By partnering with CBORD,

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RUHS will achieve its goal of implementing a state-of-the-art food and nutrition management system which will benefit not only the Medical Center but the community and patients in Riverside County.

**Additional Fiscal Information**

CBORD is a Vizient a Group Purchasing Organization (GPO) vendor. In Year 1, the cost which include implementation is \$411,377 and in Year 2 the cost will only be for annual maintenance of \$56,643 for a total cost of \$468,021.

	YEAR 1	YEAR 2	TOTAL
Software	\$205,934	N/A	\$205,934
Implementation Costs	\$98,117	N/A	\$98,117
Vendor Travel Costs (as incurred)	\$18,605	N/A	N/A
Contingency (10%)	\$32,266	N/A	N/A
Annual Maintenance Fee	\$56,455	\$56,643	\$113,099
<b>TOTAL</b>	<b>\$411,377</b>	<b>\$56,643</b>	<b>\$468,021</b>

**Contract History and Price Reasonableness**

A team from RUHS did extensive research and site visits for a demonstration to secure an integrated automated software system for the Food and Nutrition department at the Medical Center of various software systems. Solicitations to three major companies that provide similar services included, Computrition, CBORD, and Morrison Compass Group. Of the three companies, two companies responded. As a result, the evaluation team highly recommends COBORD as they met the needs for the Food and Nutrition department and have determined they were the most responsive bid.

Below illustrates the summary of the cost comparison for CBORD and Computrition. Cost was not obtained from Morrison as Morrison stated they do not offer their software as a separate purchase unless Morrison is on-site as an existing vendor.

Description	CBORD	Computrition	Morrison Compass
<b>Initial Costs</b>			
Hardware Cost	\$ 83,475.00	\$ 142,925.00	N/A
Software Cost	\$ 261,500.00	\$ 271,000.00	N/A
Interfaces (ADT & Diet) LL costs est.	\$ 50,000.00	\$ 50,000.00	N/A
Vendor Travel Costs	\$ 10,000.00	\$ 10,000.00	N/A
Annual Fee	\$ 48,466.00	\$ 47,901.00	N/A
<b>Total</b>	<b>\$ 453,441.00</b>	<b>\$ 521,826.00</b>	<b>N/A</b>

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The team determined CBORD performed well in areas that Food and Nutrition Services need to automate. CBORD uses technology that can be easily supported by the RUHS Medical Center Systems Administrator staff. CBORD is also able to easily interface with the Medical Center's Electronic Medical Record (EMR) system. Finally, CBORD is a verified technology source using GPO pricing.

**ATTACHMENT:     CBORD SOFTWARE, SUPPORT, AND HARDWARE  
                          MAINTENANCE AGREEMENT**

  
Tina Grande, Assistant Purchasing Director     10/18/2018

  
Gregory V. Priamos, Director County Counsel     10/18/2018

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THIS AGREEMENT, by and between The CBORD Group, Inc., a Delaware corporation, hereinafter referred to as "CBORD" and the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System Medical Center, hereinafter referred to as "Customer" is dated October 30, 2018.

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.

**"Customer Site"** shall mean the site named, and associated address, specified in the System configuration. Each entity affiliated with Customer may be so added under this Agreement, either called out herein, or via Addendum. Once specified the Customer Site shall then be eligible to license products and purchase services pursuant to the terms and conditions of this Agreement. Any such entity affiliation shall be disclosed to CBORD prior to software license and install of the System for access or use by the entity. System license fees shall apply.

**"Licensed Customer Sites"** shall mean that the System must be legally licensed, as specified in the Customer Site definition, before the Customer Site shall have access to the System, or a separate installation is performed at the given Customer Site.

**"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 and licensed Customer Sites 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 licensed Customer Sites, 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 and licensed Customer Sites 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.

- 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.

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- ii. Web-Based Application Licenses. Customer and licensed Customer Sites 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.

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

Neither Customer nor licensed Customer Sites shall allow other systems to write to the System's database without CBORD's prior written consent and assessment of fees as applicable. Customer and licensed Customer Sites agree 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

If applicable, CBORD shall supply to Customer, and each licensed Customer Site, 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 or licensed Customer Site upon delivery to the carrier. Titles for Non-CBORD Software license pass through to Customer upon delivery to the carrier.
- b. Warranty service is to be performed by manufacturer, with Customer or licensed Customer Site 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 or licensed Customer Sites 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 or licensed Customer Sites' responsibility. If CBORD assistance is requested by Customer, it shall be provided at the then current rates for such services, plus any related travel, living, or shipping expenses.

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.

Prices are FOB shipping point. 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 greater of 5% or 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 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 90 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 of the date of this Agreement, are available to Customer solely at CBORD's discretion and as outlined in Additional Services section.

CBORD represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the Customer relies upon this representation. CBORD shall perform to the satisfaction of the Customer and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

8. Additional Services

In addition to Services provided for elsewhere herein, CBORD will perform Services for Customer as agreed upon in writing. Customer shall pay CBORD its then-current daily rates for such Services. In addition to such charges, Customer shall reimburse CBORD for reasonable travel, living, and out-of-pocket expenses calculated in accordance with Section 9 below.

9. Reimbursement

In addition to Service fees, Customer shall reimburse CBORD for shipping, travel, living, and out-of-pocket expenses reasonably incurred in conjunction with the rendering of Services hereunder. Such reimbursement will include the actual charges incurred by CBORD. Any expenses incurred while performing functions on behalf of Customer by CBORD may only be reimbursed in accordance with the Travel Policy, attached hereto as Attachment V and incorporated herein.

10. Taxes

The charges listed in the Agreement do not include sales, use, personal property, excise, or other similar taxes. Consequently, in addition to the charges specified herein, the amount of any present or future sales, use, personal property, or other similar tax applicable to such charges shall be paid directly by Customer or shall be paid to CBORD on receipt of invoice therefore.

If Tax-exempt, Customer shall attach a copy of Tax Exemption Certificate in Attachment IV.

11. Invoicing

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CBORD shall render invoices to Customer in accordance with Attachment III, Payment Schedule, which are due and payable Net 30, and Customer agrees to make payment to CBORD in lawful money of the United States. All amounts unpaid after 60 days from the due date shall bear interest at the rate of 6% per annum or the highest rate permitted by law. CBORD shall notify Customer of non-payment past the due date, 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.

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.

All invoices shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Purchase Order Number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

## 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 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 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 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.



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13. Changes

Changes to the System configuration or implementation schedule must be made in writing and require mutual consent. Such changes may result in a change of price and/or other terms of this Agreement. Additional trips to facilitate implementation can be made, at Customer's request, at the then-current rate plus reimbursement of out-of-pocket expenses as specified.

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 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:**

President  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850  
Phone: 844.GO.CBORD (844.462.2673)  
Fax: 607-257-1902

**For Customer:**

Theresa Taylor, Dietary Office  
Riverside University Health System Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555  
Phone: 951-486-5569  
Fax: 951-486-5575  
Email: Theresa.Taylor@ruhealth.org

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.

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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.

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 TWO (2) TIMES THE PRICE ACTUALLY PAID BY CUSTOMER UNDER THE AGREEMENT IN THE LAST TWELVE (12) MONTHS, OR \$25,000, WHICHEVER IS GREATER. SUCH MAXIMUM LIABILITY SHALL APPLY IN ALL OTHER INSTANCES OTHER THAN INDEMNIFICATION OBLIGATIONS BASED ON CLAIMS OF INFRINGEMENT AS OUTLINED HEREIN, 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 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-**

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**INFRINGING 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. 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. Terms/Effective Date

The minimum term of this license is one (1) year. On expiration of such minimum term, the license shall automatically renew for one (1) successive annual term unless terminated by Customer's written notice to CBORD at least sixty (60) days prior to the expiration of such minimum term or renewal period. In the event use of CBORD systems continues past expiration of this Agreement, such use is subject exclusively to the terms and conditions herein, and in no event waives the requirements of full payment of annual license fees.

Due to possible future reductions in state and/or federal appropriations, Customer cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement are unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the Customer may terminate the contract and return the System as per the terms of this Agreement. Notice of termination shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Customer shall be the final authority as to the availability of funds. The effective date of contract termination shall be the actual effective date of the termination.

22. Termination

In the case of termination by a Customer Site under this Agreement in accordance with the provisions hereof, Customer Site agrees to return all copies of System Software, including all CD's, listings, tapes, documentation, and related material within thirty (30) days of termination. Customer Site shall also destroy (erase) all copies of the System Software which have been copied onto mass storage devices (such as hard disks). Such termination shall not terminate this Agreement, and Section 15, Confidential Information, and Section 17, Warranty-Limitations of Liability, shall survive such termination by a Customer Site under this Agreement.

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

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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. Conduct of CBORD

CBORD covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CBORD's performance under this Agreement. CBORD further covenants that no person or subcontractor having any such interest shall be employed or retained by CBORD under this Agreement.

CBORD shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CBORD is doing business or proposing to do business, in accomplishing the work under this Agreement.

CBORD or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to Customer employees.

24. Independent Contractor

CBORD is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Customer. It is expressly understood and agreed that CBORD (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Customer's employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CBORD shall hold Customer harmless from any and all claims that may be made against Customer based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CBORD in the performance of this Agreement is subject to the control or direction of Customer merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

25. Employment Eligibility

CBORD warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CBORD shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CBORD shall retain all such documentation for all covered employees, for the period prescribed by the law.

Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

CBORD shall screen prospective individuals prior to hire or engagement. CBORD shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CBORD shall screen all current individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CBORD has performed such screening on same individuals under a separate agreement with Customer within the past six (6) months. CBORD acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services to Customer in the event that they are sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CBORD becomes aware that a Covered Individual has become an Ineligible Person, CBORD shall remove such individual from responsibility for, or involvement with, Customer business operations related to this Agreement.

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26. Non-Discrimination

CBORD shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

27. Records and Documents

CBORD shall make available, upon thirty (30) days advance written request by any duly authorized Federal, State, or Customer agency, a copy of this Agreement and such books, documents and records as are related to this Agreement. All such books, documents and records shall be maintained by CBORD for at least five years following termination of this Agreement and be available for audit by Customer. CBORD shall provide to Customer reports and information related to this Agreement as reasonably requested by Customer.

28. Confidentiality of Customer Information

CBORD shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; Customer information or data which is not subject to public disclosure; Customer operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

CBORD shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CBORD shall not use such information for any purpose other than carrying out the CBORD's obligations under this Agreement. CBORD shall promptly transmit to Customer all third party requests for disclosure of such information. CBORD shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by Customer, any such information to anyone other than Customer. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

29. Insurance

Without limiting or diminishing CBORD'S obligation to indemnify or hold the Customer harmless, **CBORD shall** procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, Customer herein **refers to the** County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If CBORD has employees as defined by the State of California, CBORD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

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**B. Commercial General Liability:**

Commercial General Liability insurance coverage covering claims which may arise from or out of CBORD'S performance of its obligations hereunder. Policy shall name Customer as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CBORD shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall include Customer as Additional Insureds.

**D. Professional Liability:**

CBORD shall maintain Professional Liability Insurance providing coverage for the CBORD's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CBORD's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CBORD shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CBORD has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) CBORD must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to Customer, and at the election of the County's Risk Manager, CBORD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with Customer, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CBORD shall cause CBORD's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s). In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CBORD shall not commence operations until Customer has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that CBORD's insurance shall be construed as primary insurance, and Customer's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; Customer reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CBORD has become inadequate.

6) CBORD shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to Customer.

8) CBORD agrees to notify Customer of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### 30. Indemnification

CBORD shall indemnify and hold harmless Customer, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, third party claim or damage whatsoever, based or asserted upon any services of CBORD, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, for property damage due to CBORD's gross negligence or willful misconduct. CBORD shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any third party claim or action based upon damages as outlined in this section.

- A. With respect to any action or third party claim subject to indemnification herein by CBORD, CBORD shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Customer; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CBORD indemnification to Indemnitees as set forth herein.
- B. CBORD's obligation hereunder shall be satisfied when CBORD has provided to Customer the appropriate form of dismissal relieving Customer from any liability for the action or claim involved.
- C. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CBORD's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

### 31. Waiver

Any waiver by Customer of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Customer to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Customer from enforcement of the terms of this Agreement.

### 32. Compliance with Law

CBORD shall comply with all applicable Federal, State and local laws. CBORD will comply with all applicable Customer policies and procedures attached hereto. In the event that there is a conflict between the various laws that may apply, the CONTRACTOR shall comply with the more restrictive law.

### 33. OSHA Compliance

CBORD shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

### 34. Export Compliance

Customer agrees that it will not export, re-export, or otherwise transmit, directly or indirectly, any product, sample, information, technical data, or other materials received from CBORD hereunder (or direct products thereof),

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unless in full compliance with all applicable laws and regulations, including obtaining any required approvals or export licenses.


35. Counterparts

This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts shall constitute the one and the same instrument. Notwithstanding their date of execution counterparts shall be deemed to bear the same date as of the date of this Agreement. A facsimile transmission or email transmission of a signed PDF of any signature of either Party shall be sufficient to bind that Party.


36. 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 and signed by a duly authorized representative of CBORD and of Customer and expressly referring to this Agreement.

Accepted for The CBORD Group, Inc.:

  
Rob DeCarlo  
Vice President Finance  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, New York 14850  
Date: 9/20/18

Accepted for County of Riverside:

  
Name: **CHUCK WASHINGTON** CHAIRMAN, BOARD OF SUPERVISORS  
Title: **CHAIRMAN, BOARD OF SUPERVISORS**  
Riverside University Health System Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555  
Effective Date: OCT 30 2018

FORM APPROVED COUNTY COUNSEL  
BY:  SUSANNA N. OH  
DATE: 10/4/18

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. \_\_\_ Travel Policy
- VI. \_\_\_ Contract Exhibits
  - a. Room Service Choice Hardware & Software Specifications
  - b. Interfaces Statements of Work
  - c. Descriptions of Database Services
  - d. Client Services Statements of Work
  - e. Business Associate Agreement
  - f. Statement of Technical Support Services

ATTEST:  
KECIA HARPER-JHEM, Clerk  
BY:  DEPUTY



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**ATTACHMENT I**

Investment Outline

Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount Amt	Ext Net Price	Annual Fee YR1	Annual Fee YR2
<b>Item Class: FMS FS SW</b>					<b>(\$20,349.30)</b>	<b>\$47,481.70</b>	<b>\$13,996.67</b>	<b>\$13,996.67</b>
W-MMS	Foodservice Manager System Tier 1	Food Management Software, Recipe, Inventory	1	\$67,831.00	(\$20,349.30)	\$47,481.70	\$13,996.67	\$13,996.67
<b>Item Class: FMS NSS SW</b>					<b>(\$20,349.30)</b>	<b>\$47,481.70</b>	<b>\$12,011.86</b>	<b>\$12,011.86</b>
W-DOMS NSA	Nutrition Service Suite Diet Office Software - Tier 1 (includes Nutritional Screening & Assessment)		1	\$67,831.00	(\$20,349.30)	\$47,481.70	\$12,011.86	\$12,011.86
<b>Item Class: FMS FS ADD</b>					<b>(\$3,607.20)</b>	<b>\$8,416.80</b>	<b>\$2,477.15</b>	<b>\$2,477.15</b>
W-NAS	Nutritional Accounting Module		1	\$12,024.00	(\$3,607.20)	\$8,416.80	\$2,477.15	\$2,477.15
<b>Item Class: FMS NUTRDB</b>					<b>(\$843.00)</b>	<b>\$1,967.00</b>	<b>\$533.54</b>	<b>\$533.54</b>
W-CMND	Nutrient Database CBORD Master New		1	\$2,810.00	(\$843.00)	\$1,967.00	\$533.54	\$533.54
<b>Item Class: FMS RS SW</b>					<b>(\$12,032.40)</b>	<b>\$28,075.60</b>	<b>\$7,325.36</b>	<b>\$7,325.36</b>
SFT7570141	Room Service Choice: Menu Select & On-Demand (Tier 1)		1	\$40,108.00	(\$12,032.40)	\$28,075.60	\$7,325.36	\$7,325.36
<b>Item Class: FMS FS IF</b>					<b>(\$2,735.40)</b>	<b>\$24,618.60</b>	<b>\$6,187.21</b>	<b>\$6,187.21</b>
W-ACCNT PAY I/F	Accounts Payable Interface - Windows	Jagger	1	\$21,398.00	(\$2,139.80)	\$19,258.20	\$3,980.95	\$3,980.95
SFT7190596	Standard Vendor Integration for FSS	US Foods	1	\$5,956.00	(\$595.60)	\$5,360.40	\$2,206.26	\$2,206.26
<b>Item Class: FMS CLN IF</b>					<b>(\$3,860.40)</b>	<b>\$34,743.60</b>	<b>\$6,050.22</b>	<b>\$6,050.22</b>
W-HL7 ADT I/F	HL7 ADT Interface - Windows	EPIC	1	\$18,199.00	(\$1,819.90)	\$16,379.10	\$3,025.11	\$3,025.11
W-HL7 ORDER I/F	HL7 Diet Orders Interface - Windows	EPIC	1	\$20,405.00	(\$2,040.50)	\$18,364.50	\$3,025.11	\$3,025.11
<b>Item Class: FMS ADD WS</b>					<b>(\$5,558.70)</b>	<b>\$12,970.30</b>	<b>\$7,873.32</b>	<b>\$7,873.32</b>
ADD W/S	Individual Workstation License		7	\$2,647.00	(\$5,558.70)	\$12,970.30	\$7,873.32	\$7,873.32
<b>Item Class: BOMGAR LIC</b>					<b>N/A</b>	<b>\$179.00</b>	<b>N/A</b>	<b>\$179.00</b>
BMG7590138	ADMIN: BOMGAR Unattended Access		1	\$179.00	N/A	\$179.00	N/A	\$179.00
<b>Item Class: FMS DBS SV</b>					<b>N/A</b>	<b>\$20,552.00</b>	<b>N/A</b>	<b>N/A</b>
5SVS0124	DBS FSS Standard Service Plan		1	\$10,276.00	N/A	\$10,276.00	N/A	N/A
5SVS0125	DBS NSS Standard Service Plan		1	\$10,276.00	N/A	\$10,276.00	N/A	N/A

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Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount Amt	Ext Net Price	Annual Fee YR1	Annual Fee YR2
<b>Item Class: FMS DT CE</b>					<b>N/A</b>	<b>\$5,475.00</b>	<b>N/A</b>	<b>N/A</b>
SVS0980013	Foodservice Suite Virtual Course	Per attendee	1	\$2,000.00	N/A	\$2,000.00	N/A	N/A
SVS0980023	Foodservice Suite Virtual Course - Additional Seat	Must attend same session as 1st attendee	1	\$250.00	N/A	\$250.00	N/A	N/A
SVS0980014	Nutrition Services Suite Virtual Course	Per attendee	1	\$2,000.00	N/A	\$2,000.00	N/A	N/A
SVS0980024	Nutrition Services Suite Virtual Course - Additional Seat	Must attend same session as 1st attendee	2	\$250.00	N/A	\$500.00	N/A	N/A
SVS0980031	Nutritional Accounting System (NAS) Virtual Course	Per attendee	1	\$725.00	N/A	\$725.00	N/A	N/A
SVS0980033	Room Service Choice eLearning		1	N/C	N/A	N/C	N/A	N/A
<b>Item Class: FMS PM SV</b>					<b>N/A</b>	<b>\$11,600.00</b>	<b>N/A</b>	<b>N/A</b>
5SVS0200	Project Implementation Plan for Foodservice Suite (FSS)		1	\$5,800.00	N/A	\$5,800.00	N/A	N/A
5SVS0201	Project Implementation Plan for Nutrition Service Suite (NSS)		1	\$5,800.00	N/A	\$5,800.00	N/A	N/A
<b>Item Class: MSV UPG</b>					<b>N/A</b>	<b>\$2,390.00</b>	<b>N/A</b>	<b>N/A</b>
SVS0990002	UPGRADE: FMS Installation/Upgrade - CBORD Performed During Regular Business Hours		2	\$1,195.00	N/A	\$2,390.00	N/A	N/A
<b>Item Class: FMS OS SV</b>					<b>N/A</b>	<b>\$39,700.00</b>	<b>N/A</b>	<b>N/A</b>
5SVS0221	On Site Go-Live Training	Onsite "Go Live" Support - Day Before, Go-live, Day After, +2 Days for coverage	5	\$1,700.00	N/A	\$8,500.00	N/A	N/A
5SVS0220	On Site Training	(9) Days to support Foodservice Suite	9	\$1,500.00	N/A	\$13,500.00	N/A	N/A
5SVS0220	On Site Training	NSS (8) RSC (2)	10	\$1,500.00	N/A	\$15,000.00	N/A	N/A
SVS0990154	FMS Consulting (hourly rate)		12	\$225.00	N/A	\$2,700.00	N/A	N/A

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Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount Amt	Ext Net Price	Annual Fee YR1	Annual Fee YR2
<b>Item Class: FMS DT SV</b>						<b>\$18,400.00</b>	<b>N/A</b>	<b>N/A</b>
5SVS0218	Personalized Distance Training (Hourly Rate)	FSS (9), NSS (8), RSC (4)	21	\$200.00	N/A	\$4,200.00	N/A	N/A
5SVS0218	Personalized Distance Training (Hourly Rate)	Focused on Food Service Software, reserved Personalized Distance Training	71	\$200.00	N/A	\$14,200.00	N/A	N/A
<b>Grand Totals</b>					<b>(\$69,335.70)</b>	<b>\$304,051.30</b>	<b>\$56,455.33</b>	<b>\$56,634.33</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)
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**Pricing Summary:**

<b>Total Software:</b>	<b>\$205,934.30</b>
<b>Total Database Services:</b>	<b>\$20,552.00</b>
<b>Total Client Service Fees:</b>	<b>\$77,565.00</b>
<b>System Configuration Total:</b>	<b>\$304,051.30</b>
<b>Annual Fees (year one):</b>	<b>\$56,455.33</b>

**Travel and Living and Shipping Costs to be invoiced separately as incurred. These costs are not included in the above configuration.**

## 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

Prices quoted are for installation on proposed or existing workstations.

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.

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

These interfaces are based on CBORD standard specifications as delivered by CBORD. Additional work by Customer and CBORD may be required. Onsite days for installation and testing may be requested by Customer and will be billed at the current rate per day plus travel, lodging, and out-of-pocket expenses.

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, 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.

Please refer to Exhibit B for Interfaces Statements of Work.

#### BOMGAR Remote Support Access

The terms of CBORD's Agreement may require remote access for certain systems. The preferred method for remote access is via BOMGAR. If BOMGAR is not authorized for your organization, we offer alternative support access solutions. Additional charges may apply.

#### 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.

Please refer to Exhibit C for Descriptions of Database Services.

#### Virtual Training

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.

#### eLearning Training

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

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**Implementation Services**

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**.

Should Customer cancel a scheduled implementation service within ten (10) **business days of that** scheduled date, CBORD shall invoice Customer for fifty percent (50%) of the total amount of the scheduled implementation service being cancelled.

Onsite service fee quotes do not include travel, lodging, and out-of-pocket expenses, which **will be billed** separately as incurred.

**Pricing**

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**, **actual shipping costs**, sales tax, travel and daily living expenses.

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 FNS System in Attachment I is due and payable as follows:

- Payment #1: 60% of one-time license fees (\$123,560.58) will be invoiced upon CBORD's shipment of Software to Customer.
- Payment #2: 100% of first year annual license fees (\$56,455.33) due and payable 30 days after Payment #1.
- Payment #3: 20% of one-time license fees (\$41,186.86) will be invoiced upon the delivery of the service: FMS Installation to be Performed During Regular Business Hours, but in any event, no later than thirty (30) days after Payment #2.
- Payment #4: 20% of the one-time license fees (\$41,186.86) will be invoiced upon the delivery of the database resulting from the Database Services for Foodservice and Nutrition Services Suite, but in any event, no later than 60 days after Payment #3.

Beyond the first year, annual license fees are due and payable on the first anniversary of this Agreement and annually thereafter. Database Services (\$20,552.00), Client Services fees (\$77,565.00) and Client Services' expenses are due and payable on presentation 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.**

**Shipping Terms are FOB shipping point, prepay and bill.**

For future purchases not defined in this initial Agreement, and upon CBORD's receipt of a signed quote and valid purchase order (if required), all future invoices shall be issued as follows:

- a) 100% of One-time Software license fees and 100% of the Software annual license fees shall be invoiced immediately.
- b) Client Services shall be invoiced 100% upon completion of Services. Reimbursable Expenses shall be invoiced as incurred.
- c) All shipping costs shall be invoiced as incurred.
- d) 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.

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**ATTACHMENT V**

Travel Policy

A receipt must accompany all reimbursable expenses.

**Lodging**

- Actual Lodging expenses shall be reimbursed at CBORD's cost.
- CBORD employees are expected to choose hotels that have reasonable room rates. Please refer to the list below for hotels that meet this requirement:
  - Best Western Inn
  - Country Inn & Suites
  - Hampton Inn
  - Quality Inn
  - Courtyard
  - Holiday Inn

On occasion, clients may recommend a near-by hotel or may have negotiated special rates with the local hotels. The employee must contact the hotel directly to take advantage of these negotiated rates.

**Meals**

- Alcoholic beverages shall not be reimbursed.
- Meals shall not exceed the following

Breakfast:	\$ 15.00
Lunch:	\$ 25.00
Dinner:	\$ 30.00

**Air Travel**

- Reimbursement for air travel is limited to coach fare, whenever such reduced fare accommodations are available.
- Shortest routes must always be used when they are the least expensive fare.
- Change fees should be incurred only when there are extenuating circumstances involving company business. Reimbursement for change fees requires prior approval.
- Reimbursement for luggage fees is limited to one checked bag. There will be no reimbursement for overweight luggage fees.

**Car Rental**

- The maximum reimbursement will be at the "mid-sized" rate per day.
- The lowest possible rates must be used whenever possible.
- CBORD requires employees to refuse the insurance options as CBORD's insurance covers the risk.
- CBORD requires that all rental cars be refueled prior to returning the vehicle.

**Ground Transportation**

- Bus, train and taxi are reimbursed at cost.
- A personal car shall be reimbursed at the then-current IRS mileage rate.

**Telephone**

- Business related telephone calls only will be reimbursed at cost (including taxes). Personal calls are not reimbursable.

**Parking Fees/Tolls/Tips**

- Parking fees and tolls shall be reimbursed at cost.
- Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed.



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**ATTACHMENT VI**  
Contract Exhibits

**a. Room Service Choice Hardware & Software Specifications**

**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.

**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 2012 R2 or Windows Server 2016
- Microsoft® Internet Information Services (IIS) version 7.5 or later is required along with Microsoft .NET Framework version 4.6.1.
- HTTPS is supported and recommended, but obtaining and setting up certificates is the responsibility of your internal IT staff.

**Data Service Server**

The following are required components for the IIS Web Server:

- Xeon® Dual Core, 2.6 GHz, 4 GB RAM or better
- Windows Server 2012 R2 or Windows Server 2016
- Microsoft® Internet Information Services (IIS) version 7.5 or later is required along with Microsoft .NET Framework version 4.6.1.
- 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.

**Tablet Devices**

The following are recommended and required components for tablet devices:

- **Room Service Choice** pages are best viewed on tablet displays with a resolution of 1024 x 768 and higher (aspect ratio 4:3).
  - All iOS devices require an iOS version between 9.x and 12.
  - Dockable panels are only available for tablet devices running Windows 10 with a resolution of higher than 1024 x 768.
- **Room Service Choice** has been tested on the built-in browsers of the following mobile devices:
  - iPad 2 and later (Safari® Mobile), including the iPad Mini
  - Android® 4
  - Windows 10 tablets

**Workstations**

The following are minimum and recommended components for workstations:

- **Screen Resolution:**

Recommended:

  - Resolution of 1920 x 1080 and higher
  - Using the recommended or larger displays allows for moving, resizing, and docking different panels and tabs such as Food Items and Courses.

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Minimum:

- Resolution of 1024 x 768
- Using this minimal resolution does not allow for dockable panels.
- **Internet Browser**
  - 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.

**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.

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**b. Interfaces Statements of Work**

**FNS Business Interfaces: Accounts Payable, General Ledger, Point of Sale, and Accounts Receivable Interfaces**

**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:

- Foodservice Suite (FSS) Accounts Payable Interface (AP)
- Foodservice Suite (FSS) General Ledger Interface (GL)
- Foodservice Suite (FSS) Point of Sale Interface (POS)
- Eventmaster *PLUS!* Accounts Receivable Interface (AR)

**Assumptions**

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

CBORD shall assign an interface Analysis 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.

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 implementation of FSS and/or Eventmaster *PLUS!* Systems.
  - **Assign an Interface analyst** to engage in the project when the following prerequisites are met: hardware installation, FSS and/or Eventmaster *PLUS!* product and database installation, remote access availability, and Customer staff availability to work on the project.
  - **For AP interfaces, an additional prerequisite** is the imminent implementation of purchasing/receiving functionality in FSS.
  - For GL interfaces, an additional prerequisite is the imminent implementation of inventory functionality in FSS.
- Perform business and product analysis with the Customer to define interface 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.
- For CBORD's outbound interfaces, provide sample files for Customer testing and validation prior to interface software delivery.
- 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.
- Provide technical support and upgrades in accordance with the "FNS License Fee Statement of Work (SOW)."

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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 Finance.
- Inform CBORD of the availability of Customer staff for the project as early as possible, or at least six 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.)
- Install and configure a test environment for the Other-Vendor Accounts Payable, General Ledger, Accounts Receivable, or Materials Management system(s).
- 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 outlined in the coding requirements document.
- Establish export and/or import processes and business rules in the Other-Vendor system consistent with agreed-upon interface requirements and specifications. This may involve directly engaging the Other Vendor in the project.
- Learn the runtime use of the interface software, maintenance of data coding, and 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.
- Code data in FSS and/or EventMaster PLUS! according to interface requirements.
- For CBORD's outbound interfaces, perform testing of sample files within two weeks of delivery.
- 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. 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 (FSS, EventMaster PLUS!, etc.) 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.

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## **FNS Business Interfaces: Order Transmission Module (OTM) and eReceiving**

### **Introduction**

This document outlines the scope of services and responsibilities of CBORD, and of the Customer, with the aim of implementing online purchasing and receiving transactions between the CBORD Food Service Suite (FSS) and a food supplier or other supply chain vendor. This is accomplished with the eReceiving Interface and/or CBORD Order Transmission Module.

### **Assumptions**

A "standard interface" is one which deploys existing CBORD integration functionality, without requiring custom changes to the core product (FSS).

CBORD shall assign an interface Analysis resource who will provide the services detailed in this Statement of Work. The Interface Analyst will be knowledgeable about the CBORD software and industry standards such as ANSI X12 EDI.

Customer shall assign a primary point-of-contact that understands the departmental processes and can authorize the efforts of the Other Vendor that will send data to or receive data from the CBORD system. 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.

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

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 FSS implementation.
- Assign an Interface analyst to engage in the project when the following prerequisites are met: hardware installation, FSS and database installation, remote access availability, Customer staff availability, and Other Vendor support of the project.
- Define interface deployment requirements with the Customer.
- Deliver documentation of data coding instructions.
- Provide file specifications for use by the Other Vendor, or review file format requests from the Other Vendor. If the Other Vendor's requirements are outside the scope of file formats, events, and/or content already supported by CBORD, additional fees for CBORD development work may be incurred, and a new project schedule may be required.
- Unit test sample files at CBORD, if needed, according to the terms of the licensed product(s) and requirements.
- Deliver interface software that meets agreed-upon requirements.
- Provide CBORD interface software instruction and testing assistance.
- 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.
- Provide technical support and upgrades in accordance with the "Statement of Technical Support Services."

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 the Other Vendor.
- Actively participate in defining deployment requirements.
- Request development from the Other Vendor for support of electronic orders, vendor catalog update, order confirmations, and/or electronic invoices.
- Serve as the primary communication conduit between CBORD and the Other Vendor.
- Secure Other Vendor completion of relevant development tasks.
- Inform CBORD of the availability of Customer and Other Vendor staff for the project as early as possible, or at least four weeks in advance of the project start date.
- Install CBORD software and database in a test environment if the production environment cannot be used for interface testing.
- Communicate hardware availability and schedule requirements.
- Set up and test remote access to CBORD systems to be provided to the CBORD Interface Analyst.
- Learn the runtime use of OTM and eReceiving, and related FSS functions.

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- Determine test scenarios relevant to Customer operation.
- Code data in FSS according to interface requirements.
- Perform testing of the interface including sending or processing of data by the Other-Vendor system, reviewing CBORD log files and reports, 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. 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 (FSS) 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 4 weeks prior to Customer integration testing.

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**FNS 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.
- Provide technical support and upgrades in accordance with the "FNS License Fee Statement of Work (SOW)."

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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. 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.



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**c. Descriptions of Database Services**

**Database Services: Foodservice Standard Service Plan**

**Introduction**

The Foodservice Standard Service Plan is intended to give the Customer a head start with setting up the Nutrition Services Suite or NetMenu database, particularly with the ingredient base, recipes, and current retail menus.

**Assumptions**

- 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 amount of vendor data, recipes, or retail menu weeks.
- For Customers who do not have an existing CBORD database, the new 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.
- Customers who wish to use this coding package as an add-on to an existing Nutrition Services Suite database will require additional coordination and may require additional data components, such as copies of the live database(s) and remote connection tools. Please note that the data limits will change if the coding is completed via remote connection.

**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
  - Product Groups
- Format and load the prime vendor's order guide provided by the Customer.
- Format and load the secondary vendors' order guides provided by the Customer
- Link the vendor products provided to "general" items in CBORD (up to 2000 items if coded in-house, up to 1000 items if coded remotely)
  - General items will be linked to standard nutrition information within the CBORD Master Nutrient Database ("CMND") where a match is possible. A list of 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 items upon receipt of the database and training.
  - General items will be coded with a prep cost loss and cooking loss values based on USDA Handbook 102. The Customer may need to alter these values if ingredients are used that do not have reference values in the USDA Handbook, or if they find their average losses vary from the USDA Handbook.
  - General items will be assigned to product groups. The Customer may need to adjust these assignments during their review of the customized database and testing phases.
- Enter recipes provided by the Customer (up to 400 if coded in-house, up to 150 if coded remotely)
- Build retail menus provided by the Customer (up to 8 total weeks if coded in-house, up to 4 total weeks if coded remotely). Retail menus may be submitted for a single unit/revenue center or the total number of weeks may be split among multiple revenue centers of the Customer's choosing.
- Deliver the final database:
  - If coded in house, the database will be upgraded to the current general release or the software release decided upon by the Customer and implementation team member, and will be delivered electronically via CBORD's secure FTP.
  - If coded remotely, an email will be sent to the Customer's designated contact to confirm completion of the coding with sample data to verify. The Customer contact should verify the presence of the data in their environment and respond to the email to confirm.

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- 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. Some of these services are available for an additional fee:

- Linking more vendor products to general items beyond the maximum number specified for the Customer's coding method
- Coding manufacturer ingredient statements or allergen data onto ingredient items. Handling of this sensitive information can be done by the Customer during training through the allergen/ingredient statement import feature of the Foodservice Suite.
- Coding recipes beyond the maximum number specified for the Customer's coding method
- Coding retail menus beyond the maximum number of weeks specified for the Customer's coding method
- Assigning storage locations and bins onto the general items
- Entering PLU/SKUs onto service items
- Setting up order templates, schedules, or requirements worksheets

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## 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.
  - 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.

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- 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. 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.

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**d. Client Services Statements of Work**

**Description of Services: Foodservice Suite (FSS) Virtual Course**

**Introduction**

CBORD offers education programs supporting CBORD software solutions. CBORD employs a blended learning philosophy that supports just in time learning. CBORD's FSS Virtual Course is an instructor-led online training courses offer hands-on experience.

**Scope of Service**

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

- Creating recipe and non-recipe items
- Placing and receiving orders
- Setting up an inventory
- Inventory procedures
- Requisition procedures
- Forecasting
- Running production reports
- System-driven purchasing

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.

**Customer and CBORD Responsibilities**

CUSTOMER RESOURCES	RESPONSIBILITIES
Class Participant	<ul style="list-style-type: none"> <li>• Come to the training prepared to fully engage.</li> <li>• Clear schedule of competing appointments and tasks so to focus on the class (email, internet, outside meetings).</li> <li>• Silence mobile phones.</li> <li>• Meets any pre-requisite requirements established by the instructor noted on the training outline.</li> </ul>
CBORD RESOURCES	RESPONSIBILITIES
Classroom Instructor	<ul style="list-style-type: none"> <li>• Provide the system and data to be used.</li> <li>• Provide soft copies of any training guides or materials. These guides are for the use of the participant and not for publication or use otherwise.</li> </ul>

**Prerequisites and Assumptions**

- 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.
- Training will not be conducted on any customer's "live" system.
- 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/>
- CBORD's quote provides the cost of this service.
- The training fee includes instruction and training materials.
- Payment is due prior to the training. Payment can be made by credit card, check, or purchase offer.
- All services and classroom seats will expire one year from contract execution date.
- Training participants will notify CBORD within 10 (ten) business days prior to the course start date if they will not be in attendance via email to [CS\\_Training@cbord.com](mailto:CS_Training@cbord.com). Participants may be charged a cancellation fee of \$200.00 if the attendee does not cancel prior to ten business days of the course start date. 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 business days of the course date.
- Training database and examples are CBORD's training database and will not be specific to a customer.

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- Specific prerequisites will be established by the instructor based on the training outline.
- Specific to certification classes, CBORD's instructor will provide a link to the certification exam after the participant completes the class. The participant has one week to submit the exam to CBORD. Upon the participant passing the exam the instructor will email the participant an Award of Certification.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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**Description of Services: Nutrition Services Suite (NSS) Virtual Course**

**Introduction**

CBORD offers education programs supporting CBORD software solutions. CBORD employs a blended learning philosophy that supports just in time learning. CBORD's NSS Virtual Course is an instructor-led online training courses offer hands-on experience.

**Scope of Service**

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.

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.

**Customer and CBORD Responsibilities**

CUSTOMER RESOURCES	RESPONSIBILITIES
Class Participant	<ul style="list-style-type: none"> <li>• Come to the training prepared to fully engage.</li> <li>• Clear schedule of competing appointments and tasks so to focus on the class (email, internet, outside meetings).</li> <li>• Silence mobile phones.</li> <li>• Meets any pre-requisite requirements established by the instructor noted on the training outline.</li> </ul>
CBORD RESOURCES	RESPONSIBILITIES
Classroom Instructor	<ul style="list-style-type: none"> <li>• Provide the system and data to be used.</li> <li>• Provide soft copies of any training guides or materials. These guides are for the use of the participant and not for publication or use otherwise.</li> </ul>

**Prerequisites and Assumptions**

- 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.
- Training will not be conducted on any customer's "live" system.
- 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/>
- CBORD's quote provides the cost of this service.
- The training fee includes instruction and training materials.
- Payment is due prior to the training. Payment can be made by credit card, check, or purchase offer.
- All services and classroom seats will expire one year from contract execution date.
- Training participants will notify CBORD within 10 (ten) business days prior to the course start date if they will not be in attendance via email to [CS\\_Training@cbord.com](mailto:CS_Training@cbord.com). Participants may be charged a cancellation fee of \$200.00 if the attendee does not cancel prior to ten business days of the course start date. 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 business days of the course date.

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- Training database and examples are CBORD's training database and will not be specific to a customer.
- Specific prerequisites will be established by the instructor based on the training outline.
- Specific to certification classes, CBORD's instructor will provide a link to the certification exam after the participant completes the class. The participant has one week to submit the exam to CBORD. Upon the participant passing the exam the instructor will email the participant an Award of Certification.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.



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**Description of Services: Nutritional Accounting Virtual Course**

**Introduction**

CBORD offers education programs supporting CBORD software solutions. CBORD employs a blended learning philosophy that supports just in time learning. CBORD's Nutritional Accounting Virtual Course is an instructor-led online training courses offer hands-on experience.

**Scope of Service**

CBORD will conduct a two-day training course on the competencies described in the course outline for the Nutritional Accounting Virtual Course. The training will cover the following core competencies:

- Entering a nutritional goal
- Creating a nutrition item
- Linking non-recipe items
- Analyzing non-recipe items
- Entering recipe overrides
- Verifying portion sizes
- Analyzing recipes
- Printing recipe analysis and nutrition facts reports
- Setting-up model lists
- Setting-up simple lists
- Printing Menu Analysis reports

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.

**Customer and CBORD Responsibilities**

CUSTOMER RESOURCES	RESPONSIBILITIES
Class Participant	<ul style="list-style-type: none"> <li>• Come to the training prepared to fully engage.</li> <li>• Clear schedule of competing appointments and tasks so to focus on the class (email, internet, outside meetings).</li> <li>• Silence mobile phones.</li> <li>• Meets any pre-requisite requirements established by the instructor noted on the training outline.</li> </ul>
CBORD RESOURCES	RESPONSIBILITIES
Classroom Instructor	<ul style="list-style-type: none"> <li>• Provide the system and data to be used.</li> <li>• Provide soft copies of any training guides or materials. These guides are for the use of the participant and not for publication or use otherwise.</li> </ul>

**Prerequisites and Assumptions**

- 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.
- Training will not be conducted on any customer's "live" system.
- 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/>
- CBORD's quote provides the cost of this service.
- The training fee includes instruction and training materials.
- Payment is due prior to the training. Payment can be made by credit card, check, or purchase offer.
- All services and classroom seats will expire one year from contract execution date.
- Training participants will notify CBORD within 10 (ten) business days prior to the course start date if they will not be in attendance via email to [CS\\_Training@cbord.com](mailto:CS_Training@cbord.com). Participants may be charged a cancellation fee of \$200.00 if the attendee does not cancel prior to ten business days of the course start date. 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 business days of the course date.

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- Training database and examples are CBORD's training database and will not be specific to a customer.
- Specific prerequisites will be established by the instructor based on the training outline.
- Specific to certification classes, CBORD's instructor will provide a link to the certification exam after the participant completes the class. The participant has one week to submit the exam to CBORD. Upon the participant passing the exam the instructor will email the participant an Award of Certification.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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**Description of Services: Project Implementation Plan**

**Introduction**

Successful implementations hinge on careful planning. CBORD planning services provides the opportunity to work with the customer to review current processes, assess critical components of the implementation and develop an implementation strategy.

**Scope of Service**

A CBORD representative will visit the Customer organization to gain a detailed knowledge of their current operating procedures and business requirements for the Project Implementation Plan (PIP). This onsite review will help shape the actual path that is taken in implementing your CBORD system to its fullest potential. All major functional areas will be reviewed. Once this review has taken place, a PIP will be developed which will include a project overview, project goals and milestones, risks and assumptions, project team members, a technical review, a report cross reference, and a detailed project timeline.

**Customer and CBORD Responsibilities**

<b>CUSTOMER RESOURCES</b>	<b>RESPONSIBILITIES</b>
Customer Team as identified in the agenda	<ul style="list-style-type: none"> <li>• Identify Customer's members of the CBORD Systems implementation project team.</li> <li>• Assemble and make available project documents such as project charters created for the CBORD Systems implementation project.</li> <li>• Complete the implementation worksheets by the scheduled date as identified during the project introduction meeting.</li> <li>• Assemble and make available reports and other information such as flowcharts used in operations essential to the CBORD System implementation.</li> <li>• Schedule meeting participants according to the agenda.</li> <li>• Participate in PIP meetings as scheduled according to the agenda.</li> <li>• Limit cell phone, email, internet, outside meetings and other distractions during the PIP onsite meetings.</li> <li>• Review the PIP upon receipt contacting the implementation resource with any questions.</li> <li>• Upon receipt of the PIP, email a confirmation that the PIP has been delivered and accepted.</li> </ul>
<b>CBORD RESOURCES</b>	<b>RESPONSIBILITIES</b>
Implementation Representative	<ul style="list-style-type: none"> <li>• Participate in 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.</li> <li>• Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.</li> <li>• 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.</li> <li>• Review the implementation worksheets completed by the Customer prior to the scheduled site visit.</li> <li>• Meet with key staff members to discuss operational and utilization goals with CBORD Systems.</li> <li>• Meet with the project team to identify resources, scope, risks,</li> </ul>

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	<p>and assumptions.</p> <ul style="list-style-type: none"> <li>• Meet with the project sponsor to review goals and objectives of the CBORD Systems implementation project.</li> <li>• Conduct a site tour of the operation to get an understanding of the operational flow.</li> <li>• Establish an initial project timeline and present it to the project team for feedback.</li> <li>• 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.</li> <li>• 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.</li> </ul>
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**Prerequisites and Assumptions**

- CBORD will assign a Implementation Representative who has the knowledge of the CBORD solutions specific to this request and how they are effectively used in operations.
- CBORD's quote provides the cost of this service.
- All on-site services will expire eighteen (18) months from contract execution date.
- 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 project manager to maintain the Customer's project timeline, including the timeline, following its initial creation by CBORD.
- Customer shall assign a single resource to coordinate the Customer CBORD System implementation activities and tasks.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope. Agenda topics not identified in the mutually agreed upon agenda are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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FNS Installation/Upgrade  
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.)

Services Out of Scope

The following services are considered out of scope:

- 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.

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Services Out of Scope

- 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.
- Onsite Installations/Upgrades.

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.

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**Description of Services: On-Site Go-Live Support**

**Introduction**

Having your Implementation Representative onsite will help provide a smooth transition from the current system of operations to the use of the Nutrition Service Suite and/or Room Service Choice. This gives your team the reassurance that despite starting something new, the staff has a knowledgeable person onsite to answer their questions right away. This document outlines the services provided when you contract for CBORD to provide on-site go-live support.

**Scope of Service**

While onsite, the CBORD representative provides support as another active participant to make sure the selected functions are operational. The CBORD representative will review your operational flow and suggest efficiency improvements that can be incorporated right away.

**Customer and CBORD Responsibilities**

CUSTOMER RESOURCES	RESPONSIBILITIES
Customer	<ul style="list-style-type: none"> <li>• Complete all tasks defined on the go-live checklist. These tasks include staff training, interfaces live, and hardware and System installed and tested.</li> <li>• Communicate with hospital administration and departments regarding the scheduled go-live and changes impacting staff and patients.</li> <li>• Create a go-live schedule and schedule managers and employees accordingly to ensure the go-live is appropriately staffed.</li> <li>• Create Operating Sequence documentation contain, at a minimum,               <ul style="list-style-type: none"> <li>○ Documentation of decisions made for the database build and system operation.</li> <li>○ Test sequences including data used and expected results.</li> </ul> </li> <li>• Participate in go-live activities as scheduled according to the go-live schedule.</li> <li>• Provide a System administrator resource to serve as a subject matter expert when the CBORD representative is onsite.</li> <li>• Provide IT support as needed for hardware or interface issues that may arise.</li> <li>• Complete the task list as outlined in the status report.</li> </ul>
CBORD RESOURCES	RESPONSIBILITIES
Implementation Representative	<ul style="list-style-type: none"> <li>• Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

**Prerequisites and Assumptions**

- CBORD will assign an Implementation Representative who has the knowledge of the CBORD solutions specific to this request and how they are effectively used in operations.
- Training will be conducted on customer's hardware, software and database.
- CBORD's quote provides the cost of this service.

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- All on-site services will expire eighteen (18) months from contract execution date.
- Specific prerequisites will be established by the instructor based on the training outline.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.



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**Description of Services: FNS On-Site Training**

**Introduction**

CBORD system training provides the opportunity for Customer project team members to learn about system features, how to code data, system setup and parameters, and how CBORD is utilized in daily operations. CBORD's implementation team uses a blended learning approach to system training. Blended learning combines multiple methods of delivery including instructor-led training (Onsite, Personalized Distance, and Virtual) and self-paced training (eLearning and eSeminars). Instruction is presented in the appropriate order to support the decisions required in the planning, build, testing, and go-live phases of an implementation. Standard training materials will be provided as needed. This Description of Services outlines the services provided for On-Site Training (instruction).

**Scope of Service**

On-site instruction provides the opportunity for up to six (6) Customer project team members to receive the system knowledge necessary to progress with implementation tasks as defined in the Project Implementation Plan. The training is tailored specifically to the Customer's operation and is conducted on Customer-provided hardware and database. A mutually agreed upon agenda detailing dates, times and topics and requested attendees.

**Customer and CBORD Responsibilities**

<b>CUSTOMER RESOURCES</b>	<b>RESPONSIBILITIES</b>
Customer IT/Manager	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Set up training room workstations with the appropriate System, database, and network access needed for training.</li> <li>• 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.</li> <li>• 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.</li> <li>• Complete the tasks necessary according to the timeline or status report from previous trainings.</li> </ul>
Class Participants	<ul style="list-style-type: none"> <li>• Come to the training prepared to fully engage.</li> <li>• Clear schedule of competing appointments and tasks so to focus on the class (email, internet, outside meetings).</li> <li>• Silence mobile phones.</li> <li>• Meets any pre-requisite requirements established by the instructor noted on the training outline.</li> <li>• Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.</li> </ul>
<b>CBORD RESOURCES</b>	<b>RESPONSIBILITIES</b>
Implementation Representative	<ul style="list-style-type: none"> <li>• Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.</li> <li>• Train to the competencies based on topics outlined on the agenda.</li> <li>• 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.</li> <li>• Provide hands-on practice exercises on the topics as part of the training agenda.</li> <li>• 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</li> </ul>

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	<p>result in a need to contract for additional services.</p> <ul style="list-style-type: none"><li>• Provide a task list according to the training either verbal or via email if available upon the close of training.</li><li>• 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.</li></ul>
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**Prerequisites and Assumptions**

- CBORD will assign a Implementation Representative who has the knowledge of the CBORD solutions specific to this request and how they are effectively used in operations.
- Training will be conducted on customer's hardware, software and database.
- CBORD's quote provides the cost of this service.
- All on-site services will expire eighteen (18) months from contract execution date.
- Specific prerequisites will be established by the instructor based on the training outline.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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**Description of Services: Consulting Hourly**

**Introduction**

When implementing FNS systems, advice is required from a CBORD representative with a wide area of implementation knowledge and experience. This service will allow the Customer to have access to deeper levels of expertise when needed. CBORD consulting services is available to help to find solutions to specific issues that arise during an implementation. The CBORD representative will make recommendations based on best practices established by CBORD's experience with implementing the FNS products. This service is applicable to but not limited to:

- New implementations
- Transitioning or converting from another system to a CBORD system
- Database clean-up project

**Scope of Service**

For consulting services, CBORD will participate in remote ad-hoc and/or scheduled meetings with Customer covering topics specified by the customer. The customer will supply a written description of the problem/issue prior to the meeting.

The following is a list of typical topics that may require consulting from CBORD:

- Data standardization
- Unique data conditions
- Process review/recommendations
- Operation changes that affect use of CBORD applications
- Review/Modify Operations schedules
- Review Release notes and upgrade paths
- Review issues or open CBORD Support cases, create a simple chart of case numbers, case title/description, and next steps

**Customer and CBORD Responsibilities**

CUSTOMER RESOURCES	RESPONSIBILITIES
Customer Team	<ul style="list-style-type: none"> <li>• Initiate a request for consulting services with the assigned CBORD representative with an email briefly describing the topic. Requests can be made on weekly status calls if appropriate.</li> <li>• Schedule staff members as appropriate to attend consulting meeting.</li> <li>• Complete the task list as outlined in the follow-up email provided by the implementation representative.</li> </ul>
CBORD RESOURCES	RESPONSIBILITIES
CBORD Implementation Representative	<ul style="list-style-type: none"> <li>• Provide consulting via telephone and web conferencing on topics requested.</li> <li>• Provide a follow-up email documenting the results of the conversation.</li> </ul>

**Prerequisites and Assumptions**

- CBORD shall assign an implementation resource who will provide the consulting services detailed in this Statement of Work. The implementation resource will be knowledgeable about how CBORD data is used effectively in operations. The implementation resource will not be the subject matter expert on all aspects of the project.
- Customer shall assign a 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.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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**Description of Services: Personalized Distance Training**

**Introduction**

CBORD system training provides the opportunity for Customer project team members to learn about system features, how to code data, system setup and parameters, and how CBORD is utilized in daily operations. CBORD's implementation team uses a blended learning approach to system training. Blended learning combines multiple methods of delivery including instructor-led training (Onsite, Personalized Distance, and Virtual) and self-paced training (eLearning and eSeminars). Instruction is presented in the appropriate order to support the decisions required in the planning, build, testing, and go-live phases of an implementation. Standard training materials will be provided as needed. This Description of Services outlines the services provided for Personalized Distance Training.

**Scope of Service**

Personalized Distance- (or remote-) based training sessions are conducted on topics designed to augment onsite services helping to continue the learning process. It is also used for onsite prep and/or follow-up meetings. Up to six (6) team members may participate in a Personalized Distance session. An appointment with a conference line and URL's to CBORD's on-line communication tool.

**Customer and CBORD Responsibilities**

<b>CUSTOMER RESOURCES</b>	<b>RESPONSIBILITIES</b>
Customer IT/Manager	<ul style="list-style-type: none"> <li>• Verify ability to connect and use the online training tool working with an IT resource to resolve any connection or firewall issues.</li> <li>• 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.</li> <li>• Complete the tasks necessary according to the workplan or status report from previous trainings.</li> </ul>
Class Participants	<ul style="list-style-type: none"> <li>• Come to the training prepared to fully engage.</li> <li>• Clear schedule of competing appointments and tasks so to focus on the class (email, internet, outside meetings).</li> <li>• Silence mobile phones.</li> <li>• Meets any pre-requisite requirements established by the instructor noted on the training outline.</li> <li>• Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.</li> </ul>
<b>CBORD RESOURCES</b>	<b>RESPONSIBILITIES</b>
Implementation Representative	<ul style="list-style-type: none"> <li>• Train to the competencies based on topics outlined on the agenda.</li> <li>• 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.</li> <li>• Schedule and send an appointment for online communication tool to be used during the planning.</li> <li>• Provide hands-on practice exercises on the topics as part of the training agenda.</li> <li>• 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.</li> <li>• Provide a task list according to the training either verbal or via email if available upon the close of training.</li> <li>• 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.</li> </ul>

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**Prerequisites and Assumptions**

- CBORD will assign an Implementation Representative who has the knowledge of the CBORD solutions specific to this request and how they are effectively used in operations.
- Training will be conducted on customer's hardware, software and database.
- CBORD's quote provides the cost of this service.
- All remote services will expire nine (9) months from contract execution date.
- Specific prerequisites will be established by the instructor based on the training outline.

**Services Out of Scope**

Any services not detailed in this Description of Services are considered out of scope. Agenda topics not identified in the mutually agreed upon agenda are considered out of scope.

**Change(s) to the Description of Services**

Change(s) to the Description of Services by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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**e. Business Associate Agreement**

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the CBORD Software, Support and Hardware Maintenance Agreement (the "Underlying Agreement") between the County of Riverside ("County") and The CBORD Group, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures:

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.

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(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made **would not** reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's information or interference with system operations in an information system
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);



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- 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including substantially similar restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

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- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** If applicable, provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** If Contractor maintains PHI or ePHI, make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
  - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- 1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- 2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

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3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  5. Ensure compliance with the Security Rule by Contractor's workforce;
  6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to substantially similar restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410. For purposes of reporting of security incidents, security incidents shall not include, (a) unsuccessful immaterial attempts to penetrate computer networks or servers maintained by Business Associate and (b) immaterial incidents that occur on a routine basis, such as "pinging" or "denial of service" attacks.; and,
  8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
  8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
    - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
    - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information reasonably requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

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- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation upon written request, not more than a once annual basis to County for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - 1) Contractor agrees to reasonably assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than three (3) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any third-party claim, based or asserted upon Contractor's, its officers, employees, subcontractors, agents or representatives breach of HITECH, HIPAA, the Privacy Rule or the Security Rule. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any third-party claim based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within three (3) business days of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate of the later of termination of the Underlying Agreement, or when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, upon written request by the County, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

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- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:      HIPAA Privacy Manager  
County HIPAA Privacy Officer Address:    26520 Cactus Avenue, Moreno Valley, CA 92555  
County HIPAA Privacy Officer Phone Number:    (951) 486-6471  
County HIPAA Privacy Fax:            (951) 486-4475

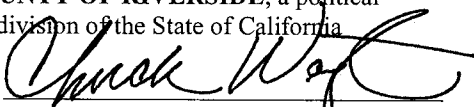
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COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

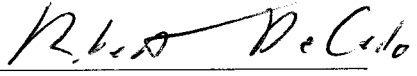
By: 

Name: CHUCK WASHINGTON

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: OCT 30 2018

The CBORD Group, Inc.

By: 

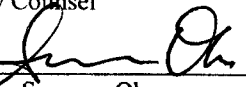
Name: Robert DeCarlo

Title: VP, Finance and Accounting

Date: 9/26/18

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

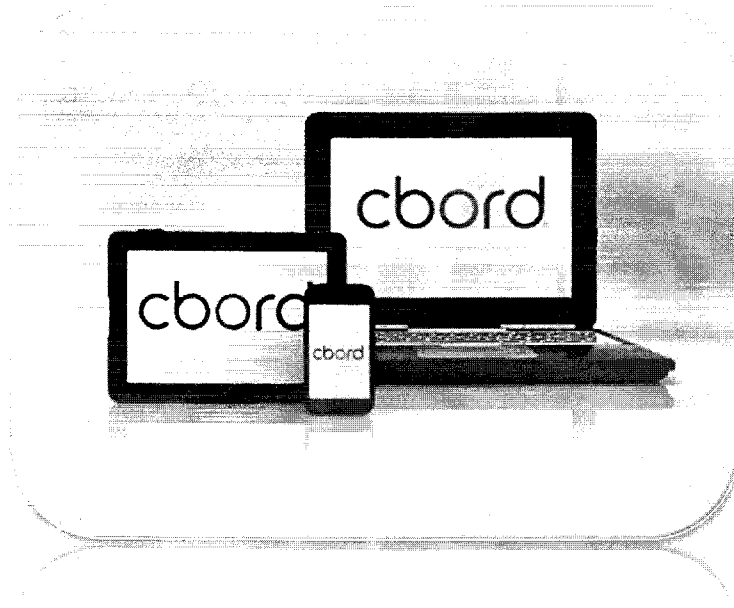
ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

f. Statement of Technical Support Services

cbord®



# Statement of Technical Support Services

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Customer Support Information and Service Level Guidelines



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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.

August 2016  
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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 PCSTM, Oracle® Hospitality/MICROS® POS, CS Gold, Odyssey HMS™, and GET™
<b>Priority 1</b>	<p><b>Outage</b> or loss of key functionality that is high impact and high urgency (critical):</p> <ul style="list-style-type: none"> <li>• Room Service Concero® 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 <b>not</b> printing</li> <li>• Tray Tickets or Tray Cards <b>not</b> 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>• <b>Unable to place orders</b></li> <li>• <b>Unable to process inventory</b></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
<b>Priority 1</b>	<b>4 hours or less</b>
<b>Priority 2</b>	<b>8 hours or less</b>
<b>Priority 3</b>	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>	<ul style="list-style-type: none"> <li>- Technical problem solving and troubleshooting of CBORD applications.</li> <li>- Refers to CBORD-developed applications. Third-party applications vary by support team.</li> </ul>	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>	<ul style="list-style-type: none"> <li>- Assistance with user problems that occur during normal system operations of CBORD applications.</li> <li>- CBORD will provide limited support on database management systems <i>except db administration</i>.</li> </ul>	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.			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
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>4.6 Disaster Recovery</b>				
Improper CBORD Product Use except for CBORD Hosted Products	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.
Improper CBORD Product Use for CBORD Hosted Products only	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.
Disaster Recovery Assistance except for CBORD Hosted Products	Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only.	Y	Y	Customer should have a disaster recovery plan.
Disaster Recovery Assistance for CBORD Hosted Products only	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>4.7 Installation and Upgrades – Except for CBORD Hosted Products</b>				
<b>New Product Installs</b>	<p>New CBORD product installs and add-ons - Must be scheduled and requires Customer participation. Service is remote only.</p> <ul style="list-style-type: none"> <li>- CBORD support involvement will be limited to an advisory role for non-billable installs.</li> </ul>	<b>B **</b>	Y	<p>** Billable for all support teams except Food and Nutrition Solutions Support. Customer involvement required.</p>
<b>Install Assistance</b>	<p>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.”</p>	B	Y	<p>Customer involvement required. Certain CBORD applications cannot be installed by the Customer. Please contact CBORD Technical Support for more information.</p>
<b>Major Version Upgrades</b>	<p>Major Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours.</p> <ul style="list-style-type: none"> <li>- 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).</li> <li>- Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.</li> </ul>	Y **	Y	<p>** 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.</p>
<b>Minor Version Upgrades</b>	<p>Minor Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours.</p> <ul style="list-style-type: none"> <li>- 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).</li> <li>- Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.</li> <li>- Upgrades for feature enhancements for Oracle Hospitality/MICROS POS may be billable.</li> </ul>	Y	Y	<p>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.</p>
<b>Patches</b>	<p>Perform CBORD Product application patch.</p> <ul style="list-style-type: none"> <li>- Pending schedule availability.</li> <li>- Application of a CBORD product “defect correction” to the application in the Customer’s environment.</li> </ul>	Y **	Y	<p>** Not available from Food and Nutrition Solutions Support.</p>

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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>.

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## 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.



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## 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	<ul style="list-style-type: none"> <li>3.1 - Revised Priority 1 and CBORD Customer Portal response time</li> <li>3.2 - Clarified priorities for tray ticket printing</li> <li>4 - Added verbiage on CBORD Technical Support billable services</li> <li>6 - Updated Webex remote access</li> <li>7 - Added verbiage on "obsoleted" Operating Systems</li> </ul>
Revision 3, Sept 2010	<ul style="list-style-type: none"> <li>2.4 and Appendix B – Attachments can now be added to cases via the CBORD Customer Portal on the CBORD corporate website</li> <li>2.5 – Minor formatting changes to emphasize using phone for reporting urgent support issues</li> <li>4.7 – Clarified language under Install Assistance to include Server Swaps</li> <li>5 – Added section on Security and Passwords</li> </ul>
Revision 4, Aug 2012	<ul style="list-style-type: none"> <li>2.5 and Appendix B – Updates to contacting CBORD Support</li> <li>3.2 – Updates to priority classification</li> <li>Section 4 – Clarification of in-scope and out-of-scope (or billable) support services</li> </ul>
Revision 5, Dec 2012	New CBORD Logo, Formatting
Revision 6, June 2013	<ul style="list-style-type: none"> <li>7 – Added verbiage on CBORD control of Remote access to customer locations by CBORD employees only</li> <li>10 – Valid e-mail address and Internet access required to complete a CBORD Support Customer Survey</li> </ul>
Revision 7, May 2015	<ul style="list-style-type: none"> <li>1 – Statement added on CBORD Technical Support's core beliefs in service to our Customers</li> <li>2.5 and Appendix B – New Phone contact information for CBORD Support</li> <li>2.7 – Added information on CBORD's Knowledge Base Articles</li> <li>2.8 – Added information on scheduled appointments</li> <li>2.11 – Verbiage modified for enhancement requests to CBORD Development</li> <li>3.2 – Added Priority 1 and 2 reasons for security-related issues</li> <li>4 – Added that billable services available from CBORD Managed Services and Implementation</li> <li>4.1 – On Hardware Maintenance, support only available on hardware purchased from or through CBORD</li> <li>4.7 – Added ID Card Production System Installs and Upgrades</li> <li>7 – Added statement that CBORD will not provide any employee personal information if needed to set up remote access</li> </ul>

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