THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO
COUNTY

Contract Number
21-416

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	The CBORD Group, Inc.
Contractor Representative	Jake Webb
Telephone Number	(801) 573-4966
Contract Term	June 8, 2021 through June 7, 2024
Original Contract Amount	NTE $56,797.39
Amendment Amount	
Total Contract Amount	NTE $56,797.39
Cost Center	

Briefly describe the general nature of the contract: Software Subscription License Agreement with CBORD Group, Inc., for the provision of software that will allow for the planning of meals according to the patient's diet order, allergy restrictions and personal food preferences, in the amount of $56,797.39, with a contract period beginning June 8, 2021 through June 7, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold	►	►
Bonnie Uphold, Deputy County Counsel		William L. Gilbert, Director
Date 5-21-21	Date	Date 5/24/21

SnapSign
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cbord

World Headquarters
950 Danby Road, Suite 100C
Ithaca, NY 14850
www.cbord.com
(844.462.2673)

April 30, 2021

Email: jacksonke@armc.sbcounty.gov

Mr. Keith Jackson
Information Management
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

Dear Mr. Jackson:

At the request of Jake Webb, attached please find a Software Licensing, Online Services and Support Agreement with The CBORD Group, Inc. for approval and signing by County of San Bernardino on behalf of Arrowhead Regional Medical Center Signature is required on page 13. Please fill in the Effective Date on page 1 with the date the Agreement is signed and be sure to check the box indicating whether or not a purchase order is required. The checkboxes are on the signature page.

The following information must be provided to CBORD to complete the transaction:

- ❑ *One signed copy of the Agreement.*
- ❑ *One copy of a valid Purchase Order if required by your facility. To assist in the preparation of the purchase order, a billing summary is listed below:*

One-Time Fees:	$37,306.75
Annual Fees (year one):	$6,496.88
Past Due Invoice:	$1,224.00
PO Total:	**$45,027.63**

- ❑ *One copy of a valid tax exempt certificate if applicable.*
- ❑ *Please email a complete signed PDF copy or fax a complete copy of the Agreement (email address and fax # email provided below) with the purchase order and tax exempt certificate if, applicable.*
- ❑ *If you require an original, fully executed Agreement, please contact Order Processing below.*

Return signed documents to:

Order Processing Department
The CBORD Group, Inc.
950 Danby Road, Suite 100C
Ithaca, New York 14850
Email: salesorders@cbord.com
Fax: 607-330-3949

A fully executed copy of the Agreement will be returned to you for your files.

If you have any questions, feel free to contact Jake at (801) 573-4966 or via email at jaw@cbord.com.

Sincerely,

The CBORD Group, Inc.

Genevieve Bruce
Lead Negotiator

GNB:s

enclosures

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SOFTWARE LICENSING, ONLINE SERVICES AND SUPPORT AGREEMENT

This Software Licensing, Online Services and Support Agreement together with all attachments and exhibits (collectively the "Agreement") is effective this 8th day of June, 2021 ("Effective Date") by and between The CBORD Group, Inc., 950 Danby Road, Suite 100C, Ithaca, New York 14850 ("CBORD") and Customer whose name and address are set forth below ("Customer").

Both parties wish to execute a master agreement superseding the prior agreements between the parties, and all addenda. Upon execution, the following agreement and all addenda thereto is hereby terminated:

System Purchase, License and Service Agreement, by and between Anchor Systems Group, Inc. subsequently purchased by The CBORD Group, Inc. and Arrowhead Regional Medical Center, dated June 24, 1991.

Customer Name:	**County of San Bernardino on behalf of Arrowhead Regional Medical Center**
Street Address:	**400 North Pepper Avenue**
City, State, Zip Code:	**Colton, CA 92324**

1. Definitions

In addition to capitalized terms later defined herein, the capitalized terms below shall have the following meanings:

"Authorized Customer Site" shall mean a Customer Site that has purchased and/or licensed Items, as specified herein, prior to the access or installation of such Items.

"Commerce Services" shall mean the Online Service(s) that provide the Customer and Users various e-commerce options whereby Transaction Fees are processed.

"Customer Data" shall mean the data provided by Customer.

"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 Software and Third-Party Software, and purchase Online Services, Hardware and 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 and appropriate fees shall apply.

"Documentation" shall mean the user documentation and any other operating, training, and reference manuals relating to the use of the Software and Online Services, as supplied by CBORD to Customer, including any modifications and derivative works thereof.

"Hardware" shall mean CBORD proprietary hardware.

"**Invoice**" shall mean a bill issued by CBORD to Customer for Items licensed and purchased under this Agreement.

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

"Online Services" shall mean the annual subscription services described in the Quote. The Online Services do not include any third party support, training, programming, hardware, or software that is not set forth in this Agreement.

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"Order Date" shall mean the later of the date CBORD receives a signed Agreement or Quote (as applicable), and if required, the date of a valid purchase order.

"Payment Schedule" shall mean the payment terms applicable to any Item in any Quote, as stated in Attachment II attached hereto and made a part hereof by this reference.

"Quote" shall mean all of the Items provided by CBORD to Customer that are listed in Attachment I or Attachment III attached hereto and all subsequent quotes executed for additional Items in the future, made a part hereof by this reference.

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

"Software" shall mean the CBORD proprietary firmware and software.

"System" shall mean all Software, Online Services, and Hardware products, and/or the Third Party Hardware and Third Party Software licensed or purchased hereunder, as further described in the Quote, and as may be updated or otherwise amended by the parties from time to time.

"Third Party Hardware" shall mean hardware that CBORD makes available from other manufacturers to Customer.

"Third Party Software" shall mean firmware and software that CBORD makes available from other manufacturers to Customer.

"**Transaction Fee**" shall mean the direct or indirect fee applied to each transaction or group of transactions processed by the Commerce Services.

"Users" shall mean individuals who are permitted to use the Software or Online Services as described in the Software License and/or Online Services Rights Granted sections below.

2. Software License

Subject to the terms and conditions of this Agreement, CBORD hereby grants Customer a non-transferable, non-exclusive license to operate and use the Software in executable code form on Customer device(s) for the sole and exclusive benefit of Customer. Customer agrees to pay the sums set forth in the Quote, and sums for any other Items that may become part of the System subsequent to this Agreement.

a. Client Server Application Licenses. Use of the Software via client server application licenses is limited to designated devices. If the Software is used on more than one device, a license fee must be paid for each device on which the Software is installed.

b. Web-Based Application Licenses. Customer may provide Users access to the Software via web-based application licenses without an additional license fee beyond the web-based application license fees which are outlined in the Quote.

Neither Customer nor Authorized Customer Sites shall allow any other third party systems to access and write to the System database without CBORD's prior written consent and assessment of fees, as applicable. Customer agree not to use, copy, modify, transfer, rent, reverse engineer, provide service bureau services, decompile or disassemble the Software or Documentation except as expressly authorized in this Agreement. Use of the System is limited to the configuration as defined in the Quote.

3. Software Version Distribution

The current version of the Software as of the Effective Date shall be supplied for installation or provided for use under this license.

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4. Online Services Rights Granted

In consideration of Customer's payment of the Subscription Fees (as defined below) and for the duration of this Agreement, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Online Services solely for Customer's internal business operations and subject to the terms of this Agreement. Customer may permit Users to use the Online Services for this purpose, and Customer is responsible for the Users' compliance with the Agreement. Only those individuals permitted by Customer to be authorized Users may use and access the Online Services. User online credentials cannot be shared or used by more than one individual authorized User. Each Authorized Customer Site must have at least one individual authorized User. Customer acknowledges that CBORD has no delivery obligation and will not ship copies of the CBORD software applications to Customer as part of the Online Services. Customer agrees to provide notice to CBORD of any material change in the pricing variables outlined in the Quote prior to any term renewal period. CBORD reserves the right to audit the count and adjust Online Service fees accordingly, as determined by CBORD.

5. Online Services Obligations and Restrictions

During the term of the Agreement, Customer agrees to (a) reasonably cooperate with CBORD in any investigation of service outages, suspected or actual security incidents, and any suspected or actual breach of the Agreement; (b) represent and warrant that Customer has sufficient right to transmit, store, copy, and use all data, including personal information if applicable, provided by Customer and used by Customer with the Online Services; (c) make every reasonable effort to prevent unauthorized third parties from accessing the Online Services and to promptly notify CBORD of a security breach or unauthorized access related to the Online Services; (d) provide and maintain all hardware, software, and network connectivity needed to access the Internet and the Online Services.

Customer may not (a) remove or modify any Online Services markings or any notice of CBORD's or its licensors' proprietary rights; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Online Services, or access or use the Online Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to CBORD; and (c) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit the Online Services or materials. CBORD may cancel or suspend Customer's use of the Online Services at any time if CBORD believes that Customer's use of the Online Services represents a direct or indirect threat to its network function or integrity or anyone else's use of the Online Service, or if CBORD is otherwise required by law to do so. Upon notification by CBORD of any such cancellation or suspension, Customer's right to use the Online Services will stop immediately. Cancellation or suspension of the Online Services for Customer's violation of the terms of this Agreement will not change Customer's obligation to pay any fees due for the applicable term.

6. Software and Online Services Warranty

THE SOFTWARE LICENSED HEREUNDER SHALL SUBSTANTIALLY CONFORM TO THE DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT AT THE TIME IT IS DELIVERED TO THE CUSTOMER. CBORD WILL USE REASONABLE AND COMMERCIAL EFFORTS TO CORRECT ANY DEFECTS IN THE SOFTWARE IN ACCORDANCE WITH THE SOFTWARE MAINTENANCE SECTION SET FORTH BELOW AND REMEDIES SHALL BE LIMITED TO THOSE PROVIDED HEREIN. 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 DAMAGES ARISING FROM INCORRECT INFORMATION SUBMITTED AND USED AS INPUT TO THE SYSTEMS.

CBORD WARRANTS THAT THE ONLINE SERVICES PROVIDED HEREUNDER SHALL SUBSTANTIALLY CONFORM TO THE DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT. AS THE SOLE AND EXCLUSIVE REMEDY UNDER THE WARRANTY PROVIDED IN THIS SECTION, CBORD WILL USE REASONABLE COMMERCIAL EFFORTS TO CORRECT ANY

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ERRORS IN THE ONLINE SERVICES AND REMEDIES SHALL BE LIMITED TO THOSE PROVIDED HEREIN.

7. Third Party Software and Third Party Hardware

   a. Titles to Third Party Hardware pass to Customer upon delivery to the carrier. Third Party Software license(s) pass through to Customer upon delivery to the carrier.

   b. Warranty service is to be performed by the manufacturer, with Customer responsible for warranty validation procedures, if any, notwithstanding any other written agreement provided by CBORD.

   c. Any warranty provided for the Third Party Software or Third Party Hardware will be the same as what is currently offered by the third party manufacturer to their customers and is passed through from CBORD to Customer. CBORD does not offer any warranty coverage over and above the manufacturer's warranty.

   d. Intentionally omitted

8. Prices

   a. One-Time Fees:

      The amounts shown in the initial Quote include the one-time fees payable to CBORD by Customer for the initial Software and Third Party Software licenses, Services, Hardware, and Third Party Hardware purchases in the configuration.

   b. Annual Fees:

      The amounts shown in the Quote include the annual fees for the Software and applicable Third Party Software (collectively "Annual License Fees"), the annual fees for the Online Services ("Subscription Fees"), and annual fees associated with Hardware and Third Party Hardware if applicable (collectively "Annual Hardware Fees").

      Payment for the amounts shown in the Quote for the Annual License Fees and Subscription Fees entitle the Customer to membership in CBORD's User Group, and 24 hours per day, 7 days per week telephone support. Software maintenance is also included in the Annual License Fee.

      During the term of this Agreement, on an annual basis, CBORD reserves the right to increase the Annual License Fees, Subscription Fees, and Annual Hardware Fees licensed or purchased under this Agreement. Notice of such increases shall be provided to Customer at least sixty (60) days prior to said increase.

   c. Transaction Fees:

      During the term of this Agreement, on an annual basis, CBORD reserves the right to increase Transaction Fees. Notice of such increases shall be provided to Customer at least thirty (30) days prior to said increase.

   d. Shipping:

      Prices are FOB shipping point. Shipping fees will be prepaid by CBORD and added to the Invoice. CBORD shall accept custodial responsibility for the value of the shipments through delivery, and shall handle any carrier issues.

9. Services

   CBORD agrees to supply and Customer agrees to pay such amounts in any Quote, for Services to assist Customer in the implementation of the System, and to train Customer's personnel in the use of the System. 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.Services in addition to those provided in the Quote shall be agreed upon in writing and billed at CBORD's then-current rates for such Services. Services will be provided by CBORD during normal business hours, and outside of those hours additional charges may apply. The Services specified in any Quote are available for delivery within eighteen (18) months of the Order Date. Any such Services undelivered after eighteen (18) months are available to Customer solely at CBORD's discretion.

By executing this Agreement or a subsequent Quote, Customer authorizes CBORD to initiate the Services. CBORD shall invoice Customer for such Services in accordance with this Agreement or subsequent Quote (as applicable). Unless due to breach of agreement or Services are not performed in a professional manner, if Customer chooses to suspend the Services CBORD shall invoice, and Customer shall pay, for the Services delivered through the date Customer suspends such Services.

If Customer performs a bidding process and CBORD is awarded the job of installation Services relating to hardware provided by a third party, Customer shall have the responsibility for obtaining and providing to CBORD any schematic drawings, wiring diagrams, computer software, documentation, authorizations or replacement parts that may be necessary for CBORD to provide the Services as well as a suitable operating environment, as specified by the manufacturer. Customer shall provide CBORD with free, clear and safe access to any third party hardware subject to the Services. In the event, any local conditions that require anyone other than CBORD's personnel be used for installation Services, Customer agrees to pay any additional expenses because of such local conditions. Remote access to Customer's System may be required in order to provide certain Services.

10. Reimbursement

In addition to Service fees, upon prior written approval of the Quote with the related Services, Customer shall reimburse CBORD, where applicable, for shipping, travel, living, and out-of-pocket expenses reasonably incurred in conjunction with the rendering of Services hereunder. Such reimbursement will be the actual charges incurred by CBORD and must be in accordance to the Travel Policy in Attachment IV - G.

11. Taxes

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

If Customer is based in the United States and is Tax-exempt, Customer shall provide a copy of the Tax Exemption Certificate.

12. Invoicing

CBORD shall render Invoices to Customer in accordance with the Payment Schedule, which are due and payable Net 60 from date of invoice. CBORD shall invoice and Customer shall remit payment in US dollars unless Customer is an Australian based entity in which case, CBORD shall invoice and Customer shall remit payment in Australian dollars. CBORD shall notify Customer of non-payment, and if payment is not made within thirty (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.

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13. Software and Online Services Maintenance

a. Maintenance Obligations:

Except as expressly provided herein, CBORD's maintenance obligations for Software or Online Services in this section shall apply only if payments are not delinquent. If Customer shall discover an error in the coding or logic in the Software or Online Services as provided to Customer that prevents the Software or Online Services 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:

i. An updated version of Software or Online Service that corrects the error; or

ii. Detailed and effective procedures for avoiding the error until such error is corrected in a subsequent release of the Software or Online Service; or

iii. An agreed upon plan to fix the error.

b. Software Maintenance Upgrades

CBORD shall periodically notify Customer of the availability of newer versions of the Software that have been released. Upon request by Customer, CBORD shall supply Customer with such newer version. Minor Software version upgrades shall be provided to Customer in the same form and quantity as originally delivered without additional charges except for the cost of installation, if requested. Major Software version upgrades shall be made available to Customer periodically and costs for such upgrades may apply, as outlined in the CBORD Service Level Overview, attached hereto. If within twelve (12) 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. CBORD REQUIRES CUSTOMER TO MAINTAIN DAILY BACKUPS OF ITS SOFTWARE AND THIRD PARTY SOFTWARE DATA AND PROGRAM FILES.

c. Software Maintenance Disclaimer

CBORD shall not be responsible for providing Software Maintenance for (i) Customer changes to procedures or computer environment: (ii) correcting errors resulting from misuse, negligence, modification, or improper use by Customer or any other person or entity of the Software or any portion thereof; (iii) the alteration of the data used by the System through methods other than provided by the Software; or (iv) failure by Customer to install mandatory Software error corrections or releases provided to Customer by CBORD from time to time. Any Services needed to remedy issues arising from the foregoing will be provided by CBORD at its then-current rates for such Services.

14. 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.

15. 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 as indicated herein, 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.

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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:
ARMC Nutrition Department Manager
Arrowhead Regional Medical Center
400 N. Pepper Ave.
Colton, CA 92324
Phone: 909-580-1689
Fax:
Email: johnsonall@armc.sbcounty.gov

16. Confidential Information

Customer acknowledges the proprietary rights of CBORD in and to the Software and/or Online Services, including but not limited to the Documentation, computer programs (source and object code), 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. Subject to local and state open meetings and public records laws, including without limitation, the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"), Customer also acknowledges and agrees that use of the Software and/or Online Services is furnished during the term of the Agreement to Customer on a confidential 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 and/or Online Services, 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 ("Third Parties"), provided that this sentence shall not be deemed to permit any use of the Software and/or Online Services that would otherwise be prohibited by this paragraph. Customer shall require such Third Parties to execute a confidential information clause that would protect CBORD's confidential information and trade secrets as defined herein. In the event any such confidential information or trade secrets are so disclosed, Customer agrees that any unauthorized use or disclosure of such information by such Third Party may be treated by CBORD as an unauthorized use of disclosure by Customer, and Customer will provide full cooperation to CBORD to enforce the confidential information Customer has with the Third Party. Customer's obligations hereunder cannot conflict with its compliance with the Regulations.

CBORD acknowledges Customer's proprietary rights to the data which Customer inputs into the System, regardless of format, and CBORD shall protect such data with at least the same degree of care as it does its own Confidential Information. CBORD agrees that, without the prior written consent of an officer of Customer, it will not disclose to others nor will it permit its officers or employees to so disclose any technical or accounting data or proprietary information or confidential business information of Customer.

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

Customer agrees that all tangible objects provided by CBORD containing or relating to the trade secrets described in this section are the sole and exclusive property of CBORD.

17. Assignment – Other Use

No assignment, delegation or other use of any right or duty under the Agreement may be made by either party without the written consent of the other party, which consent shall not be unreasonably withheld, except that Customer may assign this Agreement to an Affiliate upon thirty (30) days advance written notice to CBORD. CBORD may assign this Agreement in connection with a merger, acquisition, reorganization, sale of all or substantially all of its assets, or other operation of law, without any consent from the Customer. Upon CBORD's assignment of this Agreement in accordance with the foregoing sentence, CBORD shall provide written notice of such assignment to Customer, and Customer shall have the right to terminate this Agreement for convenience by providing written notice to 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.

18. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER CBORD NOR ANY THIRD PARTY SUPPLIERS OR CONTRACTORS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

IN ADDITION TO THE ABOVE, FOR ONLINE SERVICES, CUSTOMER ACKNOWLEDGES THAT CBORD DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PERFORMANCE OF THE ONLINE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CBORD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES.

19. Limitation of Liability

IN NO EVENT WILL CBORD, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, CONTRACTORS, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS TWO (2) TIMES THE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC ITEM(S) OR SERVICE(S) DIRECTLY ASSOCIATED WITH SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM, OR $200,000, WHICHEVER IS GREATER. THE FOREGOING DOES NOT APPLY TO CLAIMS ARISING UNDER CBORD'S INDEMNIFICATION OBLIGATIONS; DEATH, BODILY INJURY, OR PROPERTY DAMAGE CAUSED BY CBORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR CBORD'S VIOLATIONS OF LAW.

IN NO EVENT WILL CBORD, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, CONTRACTORS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SYSTEM OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE SYSTEM, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CBORD, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, CONTRACTORS, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF RISKS PROVIDED IN THIS AGREEMENT ARE REFLECTED IN THE FEES AND OTHER CHARGES PROVIDED HEREUNDER AND ARE REASONABLE AND APPROPRIATE UNDER THE CIRCUMSTANCES AND

THAT CBORD CANNOT CONTROL THE MANNER IN WHICH AND THE PURPOSE FOR WHICH CUSTOMER SHALL USE THE SYSTEM.

20. Indemnification; Insurance

    a. CBORD will indemnify, defend and hold harmless Customer from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Software and/or Online Services infringes a U.S. patent, copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Software and/or the Online Services made by Customer or any other third party; (ii) third party software, whether or not provided by CBORD; (iii) the combination, operation or use of the Software and/or Online Services with any software, equipment, data or other materials except those provided by CBORD under this Agreement; (iv) use of Software and/or Online Services in any way except in accordance with this Agreement; or (v) Customer's failure to implement CBORD-provided updates, fixes or patches to the Software that would otherwise avoid the applicable infringement or misappropriation. In the event of such a third-party claim, CBORD will have the option, in CBORD's sole discretion, to (i) replace the Software and/or Online Service, (ii) modify the Software and/or Online Service to make it non-infringing, or (iii) procure for Customer the right to continue to use the Software and/or Online Service, and Customer shall have no other recourse against CBORD. THIS SECTION REPRESENTS CBORD'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

    b. Intentionally omitted

    c. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any intellectual property rights, Customer will use reasonable efforts to notify CBORD promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve CBORD of its obligations only if and to the extent that such delay or failure materially prejudices CBORD's ability to defend such lawsuit or claim. Customer will give CBORD sole control of the defense and settlement of such claim; provided that CBORD may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Software and/or Online Services that are the subject of the claim.

    d. Without in anyway affecting any indemnity obligations provided and in addition thereto, CBORD shall secure and maintain throughout the Agreement term the types of insurance with limits as shown in Attachment F, as attached hereto and incorporated herein.

21. Customer Data

    Customer agrees to provide any notices and obtain any consent related to its use of the Online Services and CBORD's provision of the Online Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data.

22. Additional Terms for Commerce Services

    a. CBORD is not a bank or other financial institution and is not regulated as a bank or other financial institution in any jurisdiction, including Canada. Amounts received by CBORD are not deposits and do not benefit from deposit insurance in any jurisdiction, including Canada. Such amounts constitute unsecured obligations of CBORD.

    b. During the term of the Agreement, CBORD shall provide a PCI DSS compliant service for any Online Service that processes credit card transactions.

c. Customer is solely responsible for all first line support which includes routine inquiries (password resets, content updates, etc.) to Users and will publish that contact information on the site.

d. Customer will comply with codes of conduct or other notices provided by CBORD.

e. Where applicable and in the event that Customer fails to provide CBORD with access to funds sufficient to reimburse the merchants participating in the Commerce Services solution, CBORD may, with thirty-six (36) hours prior notice to Customer: (a) suspend all or a portion of the Commerce Services until such time as such funds are made available to CBORD or (b) terminate the Commerce Services.

f. If applicable, Customer agrees to acquire and install any needed certified hardware to make the Commerce Service operational.

g. Customer agrees that it shall not include any restrictions (such as transaction surcharges and minimum amounts) on transactions with a participating merchant without the prior consent of CBORD.

23. Trademark and Copyright Permissions for Commerce Services

Customer grants to CBORD the non-exclusive, non-assignable, royalty-free right and license to use its Licensed Indicia solely in connection with CBORD's provision of the Commerce Services including, but not limited to, online site customization, physical banners and marketing. "Licensed Indicia" shall mean the current and future names, symbols, designs and colors that represent the Customer including without limitation, the trademarks, service marks, designs, domain names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to Customer.

Upon request, Customer shall provide to CBORD written confirmation and royalty-free access to trademarks and copyrights for other parties whose product(s) shall be marketed for sale via the Commerce Services. Customer is solely responsible for the licensing of other parties' trademarks to enable selling of product via the Commerce Services. Customer shall be legally responsible for use of other parties' trademarks, copyrights, and logos with the Commerce Services.

24. Force Majeure

Neither party shall be liable to the other party for any failure to perform any of its obligations (except for payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, including without limitation acts of God, natural disaster, fire, flood, strike, war (declared or undeclared), terrorism, embargo, blockade, legal prohibition, governmental action, riot, insurrection, or non-CBORD-specific network or telecommunications failure or congestion.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its rules governing conflicts of law. The parties agree that the venue of any action or claim brought to this Agreement will be within the United States.

26. Attorney's Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance requirements.

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27. Term and Termination

a. The term of this Agreement will commence on the first day of the month following the Effective Date and continue in effect for an initial period of three (3) years immediately thereafter ("Minimum Term"), and the term of this Agreement may be renewed for two (2) additional successive terms of one (1) year upon mutual agreement of the parties (each a "Renewal Term").

b. Intentionally omitted.

c. This Agreement may be terminated at any time upon the giving of written notice:

   i. By either party in the event that the other party fails to commence remedying any default under this Agreement for a period of more than thirty (30) days after the aggrieved party has given the other party written notice specifying such default; or

   ii. By either party for its convenience with at least sixty (60) days' prior notice to the other party .

d. If the Customer terminates the Software license at an Authorized Customer Site, Customer agrees to delete or destroy all copies of Software at that particular Authorized Customer Site, and related materials immediately upon termination, and shall certify in writing of such deletion or destruction.

e. If the Customer terminates the Agreement, Customer agrees to delete or destroy all copies of Software, and related materials immediately upon termination, and shall certify in writing of such deletion or destruction, and all rights and licenses granted by CBORD to Customer hereunder shall immediately cease. The parties agree that, so long as this Agreement is in force, Customer shall continue to pay all Annual License Fees.

f. Upon termination of this Agreement, access to the Online Services and all rights granted hereunder shall immediately cease. Customer agrees to delete or destroy all copies of Online Services Documentation and related materials upon termination and shall certify in writing of such deletion or destruction.

g. Intentionally omitted

h. Upon termination or cancellation of the Online Services by either party, CBORD may delete the Customer Data permanently from its servers. Notwithstanding the foregoing, CBORD will keep the Customer Data for a period of ninety (90) days, or longer if required by law, before it is deleted from CBORD's servers.

i. Termination of any Commerce Service line Items may be done at any time with a sixty (60) day advance written notice prior to the desired termination date.

j. The following Sections shall survive termination or expiration of this Agreement: Confidential Information; Warranty Disclaimer; Limitation of Liability; Governing Law; Attorney's Fees; Term and Termination; Ownership; Remedies; and Non-Solicitation.

28. Ownership

CBORD and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, trademarks, service marks and copyrights in and to the System, source code of the Software, Documentation and any modifications, adaptations, derivative works, and enhancements made thereto. Customer will not distribute any materials that bear any connection to CBORD's trademarks or trade names without the permission of CBORD.

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29. Remedies

Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CBORD's copyrights, proprietary information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CBORD's copyrights, proprietary information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CBORD for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CBORD to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

30. Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

31. Waiver

No waiver of any right of any party shall be or constitute a waiver of any other right of such party, nor a waiver of any future breach by the other party.

32. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, both parties agree not to: (a) knowingly solicit or otherwise induce or encourage any employee of the other party that interacted with such party pursuant to this Agreement to terminate his/her employment with such party.

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

34. Anti-Kickback Protection

If CBORD provides any "discount or other reduction in price" as referred to under Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. § 1320a-7b(b)(3)(A), it shall disclose the discount or reduction in price on its invoice to Customer, and Customer agrees to disclose that discount or reduction in price under any state or federal program that provides cost or charge based reimbursement to Customer for Items covered by this Agreement.

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 Effective 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. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

36. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements, associated addendums, and/or understandings

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between the parties. If Customer issues a purchase order or other instrument covering any Items provided under this Agreement, it is expressly agreed that the terms of this Agreement supersede any different, conflicting or additional terms in a purchase order or other instrument. This Agreement is for the sole use and benefit of Customer only, and not for the benefit of any other entity, person or location. 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 Customer and CBORD and expressly referring to this Agreement.

Accepted for The CBORD Group, Inc.:

By: Christine Curkendall Carter
signatured4e22661-941d-44b2-9472-18dad0e163d8

Christine Curkendall Carter
Director of Contract Administration
The CBORD Group, Inc.
950 Danby Road, Suite 100C
Ithaca, New York 14850

Date: 05/20/2021

Accepted for the County of San Bernardino on behalf of Arrowhead Regional Medical Center:

By: _____

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: JUN 08 2021

Does your institution require a purchase order? Yes ☐ No ☐

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Attachments:

I. ___ Quote and Statement of Work
II. ___ Payment Schedule
III. ___ Existing Systems Annual Fees
IV. ___ Contract Exhibits
A) Past Due Invoices
B) To Be Invoiced
C) CBORD Service Level Overview
D) CBORD Return Policy
E) Service Level Commitment for Online Services
F) Insurance Requirements
G) Travel Policy

ATTACHMENT I

Quote and Statement of Work

Q86668:

Arrowhead Regional Medical Center - Interface MediTech to Epic 2020

Pricing is based on CBORD's Vizient Legacy Price Book

Summary of Initial Costs

Software Total	$43,066.75
Annual Fee - 1st Year	$6,496.88
Discount Total	($5,760.00)
Initial Investment Total	**$43,803.63**
Estimated Annual Fee for Year 2:	$6,496.88
Additional Estimated Costs	
Travel & Lodging	$0.00
Shipping & Handling	$0.00
Total Additional Estimated Costs	**$0.00**

Quote Endnotes:

Pricing

- All prices quoted are valid for 30 days from the date of the quote.
- The Initial Investment Total does not include shipping costs, sales tax, travel or daily living expenses.

Supporting Documents

- The CBORD Statement of Work for this Project follows on the subsequent pages.

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The CBORD Group Inc.
950 Danby Road
Suite 100
Ithaca NY 14850
United States

QUOTE	
Date	4/30/2021
Customer Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center
Quote #	Q86668

Investment Summary For:
Keith Jackson
Information Management
jacksonke@armc.sbcounty.gov

Your CBORD Sales Representative:
Jake Webb
jaw@cbord.com

Arrowhead Regional Medical Center - Interface MediTech to Epic 2020

Pricing is based on CBORD's Vizient Legacy Price Book

Summary of Initial Costs

Software Total	$43,066.75
Annual Fee - 1st Year	$6,496.88
Discount Total	($5,760.00)
Initial Investment Total	**$43,803.63**
Estimated Annual Fee for Year 2:	$6,496.88
Additional Estimated Costs	
Travel & Lodging	$0.00
Shipping & Handling	$0.00
Total Additional Estimated Costs	**$0.00**

Summary of Licensed Sites

Line # / Site Location	Hardware	Software	Annual Fee	Services	Discount	Total
1. County of San Bernardino on behalf of Arrowhead Regional Medical Center	$0.00	$43,066.75	$6,496.88	$0.00	($5,760.00)	$43,803.63
Total initial first year investment						**$43,803.63**

Special Instructions

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The CBORD Group Inc.
950 Danby Road
Suite 100
Ithaca NY 14850
United States

QUOTE	
Date	4/30/2021
Customer Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center
Quote #	Q86668

Bill To:

Arrowhead Regional Medical Center
400 N Pepper Ave
Colton CA 92324
United States

Currency	Terms	Expiration Date
USD	Net 60	5/30/2021

Location ID / Line #	Qty	Item Number / Description	Type	Base Price	Discount	Net Unit	Ext. Price
Arrowhead Regional Medical Center 400 N Pepper Ave Colton CA 92324 United States							
1	1	W-HL7 ADT I/F HL7 ADT Interface - Windows (Epic)	Software	$19,541.53	10.0%	$17,587.38	$17,587.38
2	1	R-W-HL7 ADT I/F R-HL7 ADT Interface - Windows (Epic)	Maintenance	$3,248.44	0.0%	$3,248.44	$3,248.44
3	1	W-HL7 ORDER I/F HL7 Diet Orders Interface - Windows (Epic)	Software	$21,910.41	10.0%	$19,719.37	$19,719.37
4	1	R-W-HL7 ORDER I/F R-HL7 Diet Orders Interface - Windows (Epic)	Maintenance	$3,248.44	0.0%	$3,248.44	$3,248.44
5	1	SFT7570114 FNS System Transfer Fee	Software	$5,760.00	0.0%	$5,760.00	$5,760.00
6		HW/SW Discount	Discount	$0.00	0.0%	(100.00%)	($5,760.00)
Subtotal for Location ID Arrowhead Regional Medical Center 400 N Pepper Ave Colton CA 92324 United States							**$49,563.63**
						Discount	**($5,760.00)**
						Location Subtotal	**$43,803.63**

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The CBORD Group Inc.
950 Danby Road
Suite 100
Ithaca NY 14850
United States

QUOTE	
Date	4/30/2021
Customer Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center
Quote #	Q86668

	Subtotal	$49,563.63
	Discount	($5,760.00)
	Estimated Shipping	$0.00
	Total Tax	$0.00
	Grand Total	$43,803.63
Thank you for doing business with CBORD!		

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CBORD Statement of Work

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

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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 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 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:

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- 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 "FMS License Fee Statement of Work (SOW)."

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

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

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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.

ATTACHMENT II

Payment Schedule

Payment for the CBORD System is due and payable as follows:

	Totals	Payment #1 Order Date	Payment #2 month following Order Date	Payment #3 shipment or no later than 6 months following Order Date
Software & Third Party Software	**$37,306.75**	$22,384.05		$14,922.70
Annual License & Subscription Fees	**$6,496.88**		$6,496.88	
Totals	**$43,803.63**	**$22,384.05**	**$6,496.88**	**$14,922.70**
ESTIMATED				
Travel/Living	**$0.00**			
Shipping	**$0.00**			

Payment #1	60% Software & Third Party Software	$22,384.05	*To be invoiced upon CBORD's receipt of signed Agreement and, if required, valid purchase order ("Order Date").*
Payment #2	100% Annual License & Subscription Fees	$6,496.88	*To be invoiced in advance of the first day of the month following the Order Date.*
Payment #3	40% Software & Third Party Software	$14,922.70	*To be invoiced upon shipment, but in any event no later than six (6) months from the Order Date, whichever occurs first.*

Travel and living expenses associated with the delivery of Services shall be invoiced as incurred. Shipping costs shall be prepaid by CBORD, added to the invoice, and due in accordance with the Invoicing Section herein.

Second year license fees shall be prorated to coincide with existing annual license fee billing cycle and are due annually thereafter.

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ATTACHMENT III

Existing Systems Annual Fees

Attachment III is current as of March 30, 2021 and reflects the existing systems of Customer Site Arrowhead Regional Medical Center Corporate and separating the Cafeteria to a new Customer Site. Upon renewals, CBORD shall invoice Customer the annual fees which shall all be prorated to coincide with the 7/1/2020-6/30/2021 billing cycle and shall be due annually thereafter.

Corporate

Site	Invoice	Item	Item Description	Contract Start Date	Contract End Date	Qty	Total
Arrowhead Reg. Medical Center	118701	R-SYBASE SERVER-ASA	R-Sybase Server-ASA	7/1/2020	6/30/2021	1	$180.74
Arrowhead Reg. Medical Center	118701	R-SYSTEM	R-System License Fees	7/1/2020	6/30/2021	1	$8,812.87
Arrowhead Reg. Medical Center	118701	R-W-CMND UPGRADE FROM USDA	R-Nutrient Database CBORD Master Upgrade From USDA	7/1/2020	6/30/2021	1	$555.15
Arrowhead Reg. Medical Center	118701	R-W-HL7 ADT I/F	R-HL7 ADT Interface - Windows	7/1/2020	6/30/2021	1	$3,116.11
Arrowhead Reg. Medical Center	118701	R-W-HL7 ORDER I/F	R-HL7 Diet Orders Interface - Windows	7/1/2020	6/30/2021	1	$3,116.11
Arrowhead Reg. Medical Center	118701	R-4SFT0028	R-Odyssey PCS System - Small (under 5,000 cardholders). Includes single User Interface license.	7/1/2020	6/30/2021	1	$3,356.70
Arrowhead Reg. Medical Center	118701	R-4SFT0099	R-Crystal Reports XI Developer (for all existing implementations)	7/1/2020	6/30/2021	1	$135.54
Arrowhead Reg. Medical Center	118701	R-MCR7590163	Oracle Hospitality RES 3700 Foundation 5-9 Point-of-Sale - System Perpetual	7/1/2020	6/30/2021	1	$402.65
Arrowhead Reg. Medical Center	118701	R-SFT7180044	R-AdminWeb for Odyssey PCS Small	7/1/2020	6/30/2021	1	$193.66

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Site	Invoice	Item	Item Description	Contract Start Date	Contract End Date	Qty	Total
Arrowhead Reg. Medical Center	118701	R-SYB7590007	R-Conversion to Sybase CPU License for Odyssey PCS or Odyssey HMS	7/1/2020	6/30/2021	1	$413.12
Arrowhead Reg. Medical Center	118701	R-SYB7590008	R-Sybase CPU License for Odyssey PCS	7/1/2020	6/30/2021	1	$202.51
Arrowhead Reg. Medical Center	120925	BMG7590137	BOMGAR Attended Access	6/1/2020	5/31/2021	1	$184.00

Cafeteria Site Location

Site	Invoice	Item	Item Description	Contract Start Date	Contract End Date	Qty	Total
Arrowhead Reg. Medical Center	118701	R-4CPR0052	R-Unitech Swipe Keyboard, Black, USB	7/1/2020	6/30/2021	1	$126.51
Arrowhead Reg. Medical Center	118701	R-4MCR0055	Epson TM-T88IV Thermal Receipt Printer with power supply, IDN (UWS5, UWS4LX, UWS4, KWS4)	7/1/2020	6/30/2021	5	$1,216.35
Arrowhead Reg. Medical Center	118701	R-4MCR0063	MICROS Scale	7/1/2020	6/30/2021	5	$1,278.50
Arrowhead Reg. Medical Center	118701	R-4NTR0073	R-Odyssey PCS Interface to Oracle Hospitality RES 3700	7/1/2020	6/30/2021	5	$1,258.75
Arrowhead Reg. Medical Center	118701	R-MCR6080124	Epson TM-U220B 2-color autocut impact printer with IDN interface: charcoal	7/1/2020	6/30/2021	1	$146.31
Arrowhead Reg. Medical Center	118701	R-MCR6080128	APG Series 4000 dual media slot cash drawer: 18 x 16.7 x 4.2", 5 bill / 5 coin, Series 1	7/1/2020	6/30/2021	5	$239.25
Arrowhead Reg. Medical Center	118701	R-MCR6080134	LCD customer display with 18-inch pole: 240 by 64	7/1/2020	6/30/2021	5	$215.20
Arrowhead Reg. Medical Center	118701	R-MCR7590168	Oracle Hospitality RES 3700 PMS/SIM - System Perpetual	7/1/2020	6/30/2021	1	$225.94

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Site	Invoice	Item	Item Description	Contract Start Date	Contract End Date	Qty	Total
Arrowhead Reg. Medical Center	118701	R-MCR7590173	Oracle Hospitality RES 3700 Point-of-Sale - POS Client Perpetual	7/1/2020	6/30/2021	5	$1,129.70
Arrowhead Reg. Medical Center	118701	R-MCR7590174	Oracle Hospitality RES 3700 Point-of-Sale - POS Client Perpetual (Manager Workstation)	7/1/2020	6/30/2021	2	$451.88
Arrowhead Reg. Medical Center	118701	R-MCR6080200	Oracle MICROS Workstation 610 w/ Atom proc, 4 GB RAM, 64 GB SSD, Win 10 IoT Ent	7/1/2020	6/30/2021	5	$6,570.70
Arrowhead Reg. Medical Center	118701	R-MCR6040399	Adjustable stand with high/low mount customer display for Oracle MICROS Workstation 6 Series	7/1/2020	6/30/2021	5	$1,358.75
Arrowhead Reg. Medical Center	118701	R-MCR6040290	Cash drawer conversion cable: Oracle MICROS Series 1 cash drawer to Oracle MICROS Series 2	7/1/2020	6/30/2021	5	$146.00
Arrowhead Reg. Medical Center	118701	R-SYBASE W/S-ASA	R-Sybase Workstation-ASA	7/1/2020	6/30/2021	6	$697.14
Arrowhead Reg. Medical Center	127728	R-ADD W/S	R-Individual Workstation	11/1/2020	10/31/2021	6	$7,122.00
Arrowhead Reg. Medical Center	127728	R-SYB7590005	R-Sybase ASA Workstation	11/1/2020	10/31/2021	6	$690.00

ATTACHMENT IV

Contract Exhibits

A) Open and Past Due Invoices

Attachment A is current as of March 30, 2021. All past due invoices are due upon execution of this Agreement.

Site	Status	Invoice	Invoice Total
Arrowhead Rg. Med. Ctr.	Open (ALF 2021-2022)	#135406	$42,121.89
Arrowhead Rg. Med. Ctr.	Past Due	#132223	$1,224.00
Total Due			**$43,345.89**

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B) To Be Invoiced

Attachment B is current as of March 8, 2021 and reflects services that have yet to be performed. CBORD shall issue invoices as services are incurred, in accordance with the payment schedule outlined in the previously executed quote.

Quote Number	Item	Item Description	Qty	Total
Quote #Q93192	SVS0990003	UPGRADE: FMS Installation/Upgrade - CBORD Performed After Regular Business	1	1,941.00

C) CBORD Service Level Overview

CBORD's required response times and resolution will vary based on the severity of the problem faced by Customer and the time of day in which the Customer contacts CBORD Support. CBORD's hours of operation are Monday through Friday 7:00AM to 7:00PM EST. Outside of those hours, a CBORD Support Technician is available via phone to respond to any issues that may arise.

CBORD's response time, case prioritization, and resolution times are as follows:

Initial Response Time 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.

Case Priority Levels:

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 PCS™, Oracle® Hospitality/MICROS® POS, CS Gold, Odyssey HMS™, and GET™
Priority 1	Outage or loss of key functionality that is high impact and high urgency (critical): • Room Service Concero® not generating meal selections • Live System down • NetMenu® – Multiple locations or a significant number of users impacted • Room Service Tray Tickets **not** printing • Tray Tickets or Tray Cards **not** printing for multiple patients/residents for the same or next day meals only; otherwise Priority 2 • Upgrade failure in live environment	• "Credit Card Processing not working" issues at ALL workstations and not a confirmed outage • Revenue Center down • All access locations and/or alarms are offline or not working • Campus Emergency/Lockdown event – including related to potential or reported criminal activity • CCTV security system failure • CS Gold patron/database records deleted in error • Entire system is offline • Production System down • Server crash • All registers at a location down
Priority 2	Loss of key functionality that impairs the user's ability to maintain business processing (urgent): • CBORDian onsite • ETM did not complete in live environment • EventMaster: Unable to access events • EventMaster: Unable to print standard contracts/event sheets/invoices • NetMenu – The business can continue in a restricted fashion; no acceptable workaround • Patient Menus not printing for the same or next day • Production Interface down • Tray Monitor® down in live environment • Tray tickets not printing for a single patient or for meals in	• A single or group of access locations and/or alarms is offline or not working • CCA (Credit Card) issues • "Credit Card Processing not working" issues at ALL workstations and it's confirmed that there is an outage at one of our third parties • "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 • EOD (End of Day) failures • Payroll deduct (Export) issues

	Live System and beyond the current or next day • Unable to generate production reports • Unable to place orders • Unable to process inventory	• Single CCTV security system camera offline • Single terminal / register is down • User Interface can't connect or has an error that makes it otherwise unusable
Priority 3	"Standard support" including but not limited to: • DB Backup issues • End of Day issues • NetMenu – Minor loss of service where the impact on the business is an inconvenience; short-term workaround to resolve the incident • Patient Menus not printing beyond today or next day • Test Environment Issues	"Standard support" including but not limited to: • CCA Install (Express Service fee required) • DB Backup issues • Parameter Configuration • Reporting Issues • Test System issues including Test System Down
Priority 4	*Intentionally Omitted for Future Use*	
Priority 5	Activities that need scheduling: • Custom Report and Query Requests • Enhancement Requests • Installations • Upgrades • VPNs/Bomgar® Installation Informational: • Documentation Requests • Questions/information on setup, configuration, and reporting • Security Forms	Activities that need scheduling. • CCA Install/Change of Service • Reconciliation (Out of balance, Totals incorrect, etc.) • CS Gold and Oracle patch upgrades • Datacard ®upgrades • Odyssey version upgrades • Revenue Center add-ons (non-Express Service fee) • Server Swaps • Service Pack/Hot Fix for Oracle Hospitality/MICROS • POS Manager Workstation Reinstall • VPNs/Bomgar Installation

Resolution Time:

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

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

Target resolution time based on priority:

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

Issues causing a suspension of resolution time tracking may include:

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

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Version Upgrade Information:

Activity	Descriptions	Comments and Exceptions
Major Version Upgrades	Major Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.	** 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.
Minor Version Upgrades	Minor Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD. - Upgrades for feature enhancements for Oracle Hospitality/MICROS POS may be billable.	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.

Contacting CBORD Technical Support:

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

Internet: http://esupport.cbord.com

For further details about CBORD's technical support offering, please go to: https://busdocs.cbord.com

D) CBORD Return Policy

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

1. A Return Material Authorization (RMA) Number must be obtained from CBORD within thirty (30) days of either the receipt of the product, or completion of an installation by CBORD personnel, whichever is latest.
2. An RMA is valid for thirty (30) days after issuance.
3. For full credit (minus restocking fees), hardware must be in new condition.
4. For full credit (minus restocking fees), hardware must be returned in the original, unmarked carton with the packing materials, and must include instruction manuals, discs, and accessories that were included in the original shipment.
5. No returns are allowed on custom hardware products. Custom hardware is hardware that is customized to meet certain Customer specifications and as such cannot be returned to the manufacturer.

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

A restocking fee of thirty percent (30%) of the net cost will be applied. Please note that the restocking fee is subject to change based on the then-current manufacturer's return policy.

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

RMA#
The CBORD Group, Inc.
950 Danby Road, Suite 100C
Ithaca, NY 14850

ORACLE HARDWARE AND SOFTWARE
Oracle MICROS hardware and software is non-returnable. Annual fees for Oracle MICROS hardware are required for maintenance. If no hardware maintenance is chosen, Oracle prohibits time and material service for hardware. Oracle offers a 'return to support' program at an additional cost for any qualifying hardware not on maintenance. Please contact your account representative for additional information.

HARDWARE RETURNED FOR REPAIR
If you have a CBORD product that requires repair, please contact CBORD support for a RAN (Repair Authorization Number).

SOFTWARE
A request for return will only be considered after the minimum term of one (1) year, and shall be in accordance with the terms of the agreement of which it was licensed.

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

For technical support or a RAN please contact your support team at:
Tel: 844.GO.CBORD, or E-Support Via the internet: https://esupport.cbord.com

E) Service Level Commitment for Online Services

CBORD commits to provide 99% uptime with respect to the Online Services during each calendar month of the annual subscription term with the exception of the Excluded Time, as defined below, ("Uptime Commitment"). If in any calendar month the Uptime Commitment is not met by CBORD and Customer was negatively impacted (e.g. attempted to log into or access the Online Services and failed due to unscheduled downtime of the Online Services), CBORD shall provide, as the sole and exclusive remedy, a service credit equal to a prorated amount of one month's fee for the use of the Online Services ("Service Credit").

Scheduled Maintenance and Emergency Maintenance

Regularly scheduled maintenance time does not count as downtime. In order to minimize any potential disruptions for the Customer, all scheduled maintenance occurs based on the following schedule:

Customers located in the United States:

Day	Scheduled Maintenance Window
Tuesday	12:00AM - 6:00AM EST
Thursday	12:00AM - 6:00AM EST
Saturday	12:00AM - 6:00AM EST

Customers located in Australia:

Day	Scheduled Maintenance Window
Tuesday	1:00AM - 6:00AM AET
Thursday	1:00AM - 6:00AM AET
Saturday	1:00AM - 6:00AM AET

CBORD reserves the right to interrupt access to the Online Services upon CBORD's good faith determination that it is necessary to perform emergency maintenance. Should CBORD determine emergency maintenance is required, Customer will be notified with details including time and estimated duration, and will also be notified when the Online Service has resumed.

Downtime Not Covered

This SLC does not cover downtime caused either directly or indirectly by (each an example of "Excluded Time"):

1) Regularly scheduled maintenance time or emergency maintenance time

2) Any downtime caused by circumstances beyond CBORD's reasonable control, including, without limitation, force majeure events or failures or delays by any third party Internet service provider.

3) Problems at Customer's location that may include but not limited to power outages, connectivity failures, local network issues, hardware failure or misconfiguration.

4) An update to the Online Services system which required immediate attention as dictated by the application software or in the event of a zero hour system vulnerability threat.

5) Errors caused by third party software or Software operating on a local CPU.

Service Credit Calculation

The Service Credit calculation is as follows:

Monthly Availability	Maximum Monthly Downtime	Service Credit %
99% - 100%	438 minutes	0%
98% - 98.99%	876 minutes	15%
97% - 97.99%	1,314 minutes	30%
91% - 96.99%	3,942 minutes	45%
Less than 91%	>3,942 minutes	60%

The Maximum Monthly Downtime calculation is based on 43,800 minutes per month (average number of minutes per month per year) and does not include Excluded Time. In order to determine the Service Credit amount due, the Service Credit percentage above is applied to the monthly cost of the applicable Subscription Fees. For any partial month during which Customer subscribes to the Online Services, system uptime will be calculated based on the entire calendar month not just the portion for which Customer subscribed.

Service Credit Request

Upon request, for any month in which CBORD fails to meet the Uptime Commitment, CBORD will apply a Service Credit toward the prorated Subscription Fee monthly total. The credit will be applied to the following year's Subscription Fee invoice.

In order to receive a Service Credit, Customer must request it by emailing CBORD at SCRequest@cbord.com within five (5) calendar days of the end of the applicable month in which the claim relates. If Customer is past due or in default with respect to any payment due to CBORD, then Customer shall not be eligible for any Service Credit. CBORD shall calculate any Online Service downtime using CBORD's system logs and other records. The Service Credits set forth herein constitute Customer's sole and exclusive remedy and CBORD's sole and exclusive liability for any and all Online Service performance failures.

If the Uptime Commitment falls below 99% in more than three (3) different months within a twelve (12) month period, Customer can terminate the Online Services with CBORD. In the event that the Online Services are terminated, CBORD will issue payment for any outstanding Service Credits within forty-five (45) days of termination.

Service Credit Example

The Online Services are down for 657 minutes in June. Customer notifies CBORD of the claim on July 2 and CBORD provides a Service Credit to Customer in September.

The Service Credit in this example is calculated as follows:

(Online Services Annual Cost / 12 Months) * 15%

Notice/Updates

This SLC may be amended at any time by CBORD in its discretion but only after providing thirty (30) days advance notice. Notices will be sufficient if provided either: (a) by email, or (b) as a note on the screen presented immediately after completion of the login authentication credentials at the log in screen.

Exclusion of Sandbox and Beta Accounts

CBORD sandbox or beta accounts and any other test environments are expressly excluded from this or any other service level commitment.

ATTACHMENT F
INSURANCE REQUIREMENTS

CBORD agrees to provide insurance set forth in accordance with the requirements herein. If CBORD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CBORD agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting any indemnity obligations provided and in addition thereto, CBORD shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of CBORD and all risks to such persons under this Agreement. If CBORD has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – CBORD shall carry General Liability Insurance covering all operations performed by or on behalf of CBORD providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
Premises operations and mobile equipment.
Products and completed operations.
Broad form property damage (including completed operations).
Explosion, collapse and underground hazards.
Personal injury.
Contractual liability.
$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If CBORD is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If CBORD owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits
Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved Customer entities, but only for the acts of CBORD that result in a security failure or privacy event, and cover breach response cost as well as regulatory fines and penalties.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

Additional Insured. All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements with Customer and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Under General Liability and Umbrella coverages, the Customer shall have additional insured status with respect to liability for bodily injury or property damage caused in whole or in part by the acts or omissions of CBORD or those acting on CBORD's behalf.

Waiver of Subrogation Rights. CBORD shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CBORD and CBORD's employees or agents from waiving the right of subrogation prior to a loss or claim. CBORD hereby waives all rights of subrogation against Customer.

Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.

Severability of Interests. CBORD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CBORD and Customer or between Customer and any other insured or additional insured under the policy.

Proof of Coverage. CBORD shall furnish Certificates of Insurance to Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, amend to state that CBORD will provide the written notice of cancellation to the Department, and CBORD shall maintain such insurance from the time CBORD commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, CBORD shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by CBORD or Customer payments to CBORD will be reduced to pay for Customer purchased insurance.

Insurance Review. Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

G) Travel Policy

As amended in writing from time to time:

A receipt must accompany any reimbursable expense over $5.00.

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 example hotels that meet this requirement:
    - Hilton Garden Inn
    - Fairfield Suites
    - Hyatt Place
    - Marriott 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

- Meals shall not exceed $65.00 (broken down as follows), unless in a designated high cost city, such as New York City, San Francisco, Seattle, etc. where daily maximum is $80:

Breakfast:	$ 12.00	Snack:	$ 8.00
Lunch:	$ 15.00	Dinner:	$ 30.00

Air Travel

- Reimbursement for air travel is limited to coach fare, whenever such reduced fare accommodations are available. Air travel should be via Ontario, California airport if available.
- Shortest routes must always be used when they are the least expensive fare.
- Book flights at least seven days in advance
- 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.

Laundry

- No laundry costs are reimbursable unless the trip is longer than five or more consecutive nights.

Parking Fees/Tolls

- Parking fees and tolls shall be reimbursed at cost.