



This agreement (the “**Master Subscription Agreement**” or “**MSA**”), effective as of **August 1, 2025**, is made between **County of Monterey for the provisions of services at Natividad Medical Center (“Customer”)** and MealSuite Inc. ( “**MealSuite**”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**SCHEDULES/EXHIBITS**; The following attachments are incorporated herein by reference and constitute a part of this Agreement:

- **SCHEDULE 1** - Professional Services Addendum
- **SCHEDULE 2** - Service Levels and Support Addendum
- **SCHEDULE 3** - Data Standards Agreement
- **SCHEDULE 4** - Customer Privacy Policy (“CPP”)
- **EXHIBIT A** – Sales Order Form
- **EXHIBIT B** - Business Associate Agreement

## 1. MealSuite’s Responsibilities

- 1.1 **Software Platform.** During the term of this Agreement, MealSuite grants to Customer a non-transferable limited license use to its Cloud based foodservice technology platform (“The Platform”). Licensure is limited to specific functionality as quoted and paid for by Customer. MealSuite may add additional functionality and modules to the Platform for a fee to which the Customer may choose to license. The license shall remain in effect for the term of the Agreement and all associated renewal periods thereafter. Licensure granted under this Agreement does not provide Customer or its affiliates any ownership or title rights to the Software, Data or any associated materials provided by MealSuite.
- 1.2 **Professional Services.** MealSuite provides consulting and professional services for a fee, of which are bound by the terms of the **Professional Services Addendum**, herein attached as Schedule 1. Such services include but are not limited to training, project management, data-entry, menu and recipe design. A “Success Program” is required for all new customers to assist with the training and project management to ensure a successful launch of the platform. Each “Success Program” shall include a defined scope of work that is delivered pre-kickoff and may be customized for an additional fee. Additional feature activations within the platform may require a “Success Program” and a sales order forms shall be delivered before any work is initiated.
- 1.3 **Equipment, Sensors and Consumables.** MealSuite partners with third-party manufacturers to supply Customers with equipment, sensors and consumables for direct use with the MealSuite platform. Such products may contain individual terms of use and sale including network requirements, warranty period, release of liability, required add-ons etc. These terms shall be included on sales order forms and once executed shall be considered attached to the terms and conditions herein.
- 1.4 **MealSuite Data.** Dependent on licensed functionality, Customer’s Country and reselling Partner, the system may come with a pre-built database of menus, recipes spread to designated therapeutic diets. Additionally, a library of nutrient files is available, which includes data from public (USDA, CNF) and privately compiled data sources including commercial data brokers and partnerships with various food manufacturers. These datasets are maintained per our **Data Standards Agreement** which can be found attached as Schedule 3. MealSuite reserves the right to change data standards based on current industry trends and legislative change. **MealSuite is not responsible for the entry of customer specific data or the accuracy of the system data.**
- 1.5 **Customer Support.** A help desk is available to assist Customer’s authorized contacts with the MealSuite platform and MealSuite supported hardware solutions. This helpdesk is operated in accordance with MealSuite’s **Service Levels Agreement (“SLA”)**, attached to this MSA as Schedule 2.
- 1.6 **Additional Purchases.** Customer may purchase additional services, equipment, consumables, sensors and software licenses through a mutually executed sales order forms. All such Orders are considered attachments to the Agreement and will be subject to the



terms and conditions herein. Product specific clauses included on the sales order forms shall be considered attachments to this agreement.

- 1.7 Protection of Customer's Clients Data.** MealSuite maintains privacy terms in compliance with appropriate regulations and standards. The current Customer Privacy Policy adopted by MealSuite is attached hereto as "Schedule 4: Customer Privacy Policy ("CPP")."

The privacy policy page linked above is hereby incorporated into Agreement, including any future updates. MealSuite shall notify Customer of upcoming changes via email with at least 30 day's written notice

- 1.8 Security.** MealSuite shall complete a SOC2-Type 1 audit with an independent third-party firm on an annual basis to monitor for risk and shall use commercially reasonable efforts to protect the data of Customer within the MealSuite Platform. A copy of the annual report is available upon Customer request.

## 2. Customer's Use of the Services

- 2.1 Customer Responsibilities.** Customer is solely responsible for ensuring their Users' compliance with this MSA and all applicable schedules and addenda. These responsibilities include but are not limited to:

- 2.1.1** Maintaining Network and Operating Systems Compliance ([www.mealsuite.com/minimum-spec](http://www.mealsuite.com/minimum-spec)).
- 2.1.2** Ensuring Users are adequately trained to ensure safe and effective use of the MealSuite Platform and the Platform is utilized for its intended uses.
- 2.1.3** Promptly notifying MealSuite of any suspected security or privacy breaches and/or user access change requirements.
- 2.1.4** On-going validation with local State and Federal Law to ensure compliance, including but not limited to data privacy, security and dietary regulatory requirements.
- 2.1.5** Maintaining appropriate administrative, physical and technical safeguards for protecting the security, privacy and integrity of data in the MealSuite system.

- 2.2 Prohibited Uses.** Utilization of the MealSuite platform is restricted to only those location specifically licensed through a valid and active contract term, as stated on the sales order forms. **Unless specifically exempted in writing by MealSuite, under no circumstances may the platform or data contained within be utilized for any purpose at another address or business unit (even if owned or operated by Customer).** This includes but is not limited to the sharing of menus, recipes and nutritional calculations. In the event this data is shared without permission, MealSuite reserves the right to charge a penalty of \$4,000 USD per location that utilizes the data with the immediate activation of MealSuite Standard Edition on a minimum 1-year contract with all applicable minimum training and project management services, whether used or not by the Customer.

- 2.3 Copyright and Trade Secret Infringement.** In no case will the customer use, copy or allow any party to use or copy the Software and/or the data contained therein for the purpose of developing a similar Software or for any other purpose than specified herein.

## 3. Software Interfaces

- 3.1 Interface Solutions.** MealSuite may make available to the Customer the option to integrate data into third-party systems. Data integrations include but are not limited to food pricing catalogues, electronic purchase orders, resident and patient ADT (admission, discharge and transfer), resident and patient allergen and diet orders, payroll deduction, resident charges and more. Interfaces may require additional one-time or recurring fees, custom development work and on-going maintenance fees. In the event of additional fees, a scope of work and/or sales order forms shall be provided for acceptance.

- 3.2 Interface Maintenance and Support.** Customer must notify MealSuite a minimum 30 days in advance of any proposed interface changes to ensure adequate time to evaluate the proposed change and validate it will not impact production environments. MealSuite



reserves the right to charge an hourly fee for such reviews. In the event a change at the Customer's side of the interface breaks the integration functionality, both the time to investigate and resolve the issue shall be billable at a rate of \$195/per hour USD.

- 3.3 Interface Limitation of Liability.** Customer understands that third-party vendor fees may apply which will not be covered under this Agreement and are the entire responsibility of Customer. Customer also understands and agrees that any changes that occur on the third party's side can impact the quality, timing, or general availability of data moving between the two systems and that MealSuite disclaims any and all responsibility and/or liability for any loss of data, performance failure, delay, inaccuracy, harm or loss of any manner, or type of error resulting from such changes.

## 4. Fees and Payments

- 4.1 Fee Increase.** MealSuite shall not increase Subscription fees during the initial term of this Agreement. On each annual renewal, Subscription fees will increase six percent (6%).
- 4.2 Suspension.** MealSuite shall submit to Customer an invoice on a form acceptable to Customer. If not other specified, MealSuite may submit such invoice periodically or at the completion of services, but in any event, no later than 30 days after completion of services. The invoice shall set forth the amounts claimed by MealSuite for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. If Customer fails to make payment of outstanding invoices, including the subscription fee, under this Agreement within 45 days of Customer's County Auditor Controller's receiving the certified invoice, the Customer's right to utilize the Platform and Equipment, at the sole discretion of MealSuite, may be subject to suspension. During the suspension period, any attempt to access the Platform will be blocked. Suspended accounts will not be reactivated until the invoice(s) due has been paid in full, or sufficient arrangement for a payment acceptable to MealSuite and Customer has been made. Suspension of a customer account does not relieve Customer of the obligation to pay the outstanding account balance or the total of fees due for any minimum or renewal term.
- 4.3 PAYMENTS BY CUSTOMER;** CUSTOMER shall pay MealSuite in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by Customer to MealSuite under this Agreement shall not exceed the sum of \$37,308 for the initial 12-month term.

## 5. Term and Termination

- 5.1 Term of the MSA.** This MSA shall be effective August 1, 2025 (the "**Effective Date**") and continuing until all Services/Professional Services purchased hereunder have expired or been terminated (the "**Term**").
- 5.2 Term of Subscriptions.** The term of Customer's subscription for the Services may be set forth in Customer's sales order forms (the "**Initial Term**"); otherwise, the initial term of subscription shall be 12 months. After any Initial Term, Customer's subscription for the Services shall have the option to renew annually for additional 12-month terms with a written instrument signed by both MealSuite and Customer unless otherwise terminated.
- 5.3 Access on Termination.** Upon termination of subscription for services, the Customer's right to use the Platform immediately ceases. MealSuite shall have no obligation to maintain any data stored on behalf of the Customer.
- 5.4 Termination for Cause.** Either party may terminate this MSA for cause: (i) upon 30 days' prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 5.5 Termination for Convenience by Customer.** Customer may terminate the MSA for any reason by providing at least 30 days' prior written notice of termination to MealSuite by email addressed to 'sales@mealsuite.com'. Such notice shall set forth the effective date of termination.



**5.6 Termination for Convenience by MealSuite.** Except for any specified Initial Term, MealSuite may terminate the MSA at any time by providing Customer with 90 days' prior written notice. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

## 6. Insurance

### 6.1 Evidence of Coverage:

Prior to commencement of this Agreement, MEALSUITE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the MEALSUITE upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The MEALSUITE shall not receive a "Notice to Proceed" with the work under this MSA until it has obtained all insurance required and CUSTOMER has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the MEALSUITE.

**6.2 Qualifying Insurers:** All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

**6.3 Insurance Coverage Requirements:** Without limiting MEALSUITE's duty to indemnify, MEALSUITE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**6.4 Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)*

☐ Exemption/Modification (Justification attached; subject to approval)

**6.5 Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)*

☐ Exemption/Modification (Justification attached; subject to approval)

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

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)*



Exemption/Modification (Justification attached; subject to approval)

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

## 7. **Other Insurance Requirements:**

- 7.1 All insurance required by this MSA shall be with a company acceptable to CUSTOMER and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date MEALSUITE completes its performance of services under this Agreement.
- 7.2 Each liability policy shall provide that CUSTOMER shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for MEALSUITE and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the MealSuite's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CUSTOMER and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by MEALSUITE's insurance.**
- 7.4 Prior to the execution of this MSA by CUSTOMER, MEALSUITE shall file certificates of insurance with Natividad's Contracts Department, showing that MEALSUITE has in effect the insurance required by this Agreement. MEALSUITE shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 7.5 MEALSUITE shall at all times during the term of this MSA maintain in force the insurance coverage required under this MSA and shall send, without demand by CUSTOMER, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, CUSTOMER shall notify MEALSUITE and MEALSUITE shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by MEALSUITE to maintain such insurance is a default of this Agreement, which entitles CUSTOMER, at its sole discretion, to terminate the MSA immediately.

## 8. **Confidentiality**

- 8.1 MealSuite and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. MealSuite shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits MealSuite to disclose such records or information. MealSuite shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. MealSuite shall not use any confidential information gained by MealSuite in the performance of this MSA except for the sole purpose of carrying out MealSuite's obligations under this Agreement.



- 8.2 Non-Discrimination:** During the performance of this Agreement, MealSuite, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in MealSuite's employment practices or in the furnishing of services to recipients. MealSuite shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. MealSuite and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 8.3 Compliance with Terms of State or Federal Grant:** If this Agreement has been or will be funded with monies received by Customer pursuant to a contract with the state or federal government in which Customer is the grantee, MealSuite will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Customer will deliver a copy of said contract to MealSuite, at no cost to MealSuite.
- 8.4 Independent Contractor:** In the performance of work, duties, and obligations under this Agreement, MealSuite is at all times acting and performing as an independent CONTRACTOR and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and MealSuite shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. MealSuite shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of MealSuite's performance of this Agreement. In connection therewith, MealSuite shall defend, indemnify, and hold Customer and the County of Monterey harmless from any and all liability, which Customer may incur because of MealSuite's failure to pay such taxes.

## 9. Indemnity

- 9.1 Indemnity by Customer.** Customer shall defend, indemnify and hold harmless MealSuite, their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Customer's access to or use of the MealSuite Platform, UNLESS RESULTING FROM NEGLIGENT ACTS OR OMISSION BY MEALSUITE.
- 9.2 Indemnification by MealSuite.** MealSuite will defend Customer against any claims, demands, suits, actions, proceedings, or judgments (collectively, "**Claims**") made or brought against Customer by a third party alleging that Customer's use of the Services as permitted under this MSA infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"). MealSuite will indemnify Customer against the resulting direct damages and attorneys' fees finally awarded against Customer by a court of competent jurisdiction as a result of a court-approved settlement of a Claim Against Customer, provided that Customer must: (a) promptly give MealSuite written notice of the Claim Against Customer; (b) give MealSuite sole control of the defense and settlement of the Claim Against Customer (provided that MealSuite may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide MealSuite all reasonable assistance. In the event of a Claim Against Customer, or if MealSuite reasonably believes the Services may infringe or misappropriate the rights of any third party, MealSuite may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching MealSuite warranties; (ii) obtain a license for Customer's continued use of the Services in accordance with this MSA; or (iii) terminate this MSA in accordance with its termination provisions.
- 9.3 Indemnity Exclusions.** The indemnification obligations set forth in Section 9.1 do not apply to Claims to the extent that they arise from: (a) Customer's use of the Services in violation of this MSA or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after MealSuite notifies Customer to discontinue use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application or service not made or provided by MealSuite. The indemnification obligations set forth in Section 9.2 do not apply to Claims to the extent Customer is prohibited by statute or regulation from providing them.
- 10. Attorney's Fees** In the event of the commencement of suit to enforce any of the terms or conditions of this Agreement, except for collections, each party shall pay for its own attorney fees.



## 11. Limitation of Damages

LIMITATION OF DAMAGES FOR ANY BREACH OR DEFAULT BY MEALSUITE IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF FUNDAMENTAL CONDITION, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE PAYMENT BY MEALSUITE OF CUSTOMER'S DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.

- 11.1** NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY (1) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (2) FOR GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, OR CRIMINAL MISCONDUCT; (3) FOR DEATH, PERSONAL INJURY, OR TANGIBLE PROPERTY DAMAGE CAUSED BY ITS GROSS NEGLIGENCE; (4) BREACH OF CONFIDENTIALITY; (5) EITHER PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (6) ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (7) BREACH OF THE BUSINESS ASSOCIATE AGREEMENT ATTACHED AS EXHIBIT B ("Business Associate Agreement"); (8) FOR COUNTY'S PAYMENT OF FEES EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT; OR (9) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
- 11.2** SUBJECT TO SECTION 11.1, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF \$500,000 OR TWO (2) TIMES THE TOTAL FEES PAID HEREUNDER BY LICENSEE DURING THE TWELVE MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY.

## 12. Proprietary Information

- 12.1 Restriction.** Customer shall not copy, reverse engineer, decompile or disassemble the Software. Customer shall not copy or reproduce any other Licensed Materials accompanying the Software without MealSuite's written consent. Customer shall not export datasets for use in another system.
- 12.2 Reservation.** Nothing in this Agreement shall be construed to grant either party any rights with respect to the other's copyrights, trademarks, trade names, service marks, or other intellectual property except the narrowest such rights necessary for each to perform its obligations hereunder.
- 12.3 Intellectual Property Notices.** Customer will ensure that all copyright, patent, proprietary and trade secret notices of MealSuite will remain on the Software in any form and on all Licensed Materials.
- 12.4 Remedy for Breach.** Each party acknowledges that compliance with the restrictive covenants contained in this section is necessary to protect the other's substantial investment in proprietary information. Each party recognizes the irreparable harm and continual damage that would result from a breach of these covenants for which money damages may not be adequate. In the event either party breaches, threatens to breach, or willfully violates any of the covenants contained herein, the other shall be entitled to any legal or equitable relief available, including, without limitation, specific performance, immediate preliminary and/or permanent injunctive relief, and money damages insofar as they can be determined.

- 13. Notices.** Except as otherwise specified in the Agreement, any notice required or permitted to be given under this Agreement shall be given in writing and delivered personally or by first-class, postage prepaid, mail to the parties' contract administrators at the addresses for notice set forth in Sections 13.1 and 13.2.

**13.1 Notices to MealSuite.** Notices to MealSuite Inc., shall be addressed to MealSuite, Inc. 5001 Lyndon B Johnson FWY. Suite 525, Dallas TX. 75244.

**13.2 Notices to Customer.** Notices to Customer shall be addressed to Natividad Medical Center, Attn: Contracts Division, 1441 Constitution Blvd. Salinas, California 93906.

## 14. General





**14.1 Assignment.** MealSuite shall not assign, sell, or otherwise transfer its interest or obligations in this MSA without the prior written consent of Customer. None of the services covered by this MSA shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, MealSuite shall continue to be liable for the performance of all requirements of this Agreement.

**14.2 Survival.** Upon expiration or termination of this Agreement, all provisions relating to any payment shall survive until all undisputed fees and charges incurred through the date of expiration or termination have been paid in full. In addition to those provisions that specifically provide for survival beyond expiration or termination, all provisions regarding warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive.

**14.3 Suggestions.** Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to MealSuite regarding the Services. Customer grants MealSuite a non-exclusive, world-wide, perpetual, as-is license to use the Feedback for any purpose, including the development and exploitation of its current and future products and services. Feedback is provided entirely "as-is", without warranties of any kind. In particular, Customer does not warrant it has sufficient rights to grant the foregoing license. All use of the Feedback is at MealSuite's sole risk and liability. MealSuite shall not identify Customer as the source of the Feedback. MealSuite waives any and all claims, now known or later discovered, that it may have against Customer relating in any way to the Feedback.

**14.4 Aggregate Usage Data.** MealSuite may use aggregate data (including deidentified data) collected by MealSuite with respect to Client's and Users' access to and use of the Services without the prior written consent of Client or Users including: (i) for the analysis, development, forecasting, machine learning, and provision of the Services; (ii) for recordkeeping, fee calculation, internal reporting, support, and other legitimate business purposes; and (iii) to report the number and types of transactions and other statistical information.

#### **14.5 Governing Law.**

##### Customers in the United States of America

This Agreement shall be governed by and construed in accordance with the state laws of California. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

**14.6 Taxes.** The Customer shall be responsible for payment of all taxes associated with this Agreement including, but not limited to, sales taxes, import taxes or similar governmental charges that may be assessed by any jurisdiction, whether based on gross revenue or delivery of products or services.

**14.7 Entire Agreement, Waiver and Amendment.** This MSA, including all sales order forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Customer and MealSuite and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Unless anything in a related signed contract signed by both Customer and MealSuite says anything expressly to the contrary, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, schedule, addendum or sales order forms, the order of precedence shall be: (1) the applicable sales order forms and any addenda thereto, (2) the applicable exhibit, schedule or addendum to this MSA, and (3) this MSA. No purported amendment or waiver of any right, term or condition of this MSA will be valid unless in writing and signed by each party's authorized representative.

**14.8 Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

**14.9 Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**14.10 Interpretation.** For this MSA: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this MSA as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders.






**14.11 Severability.** If any provision of this Agreement is determined to be unenforceable or invalid under applicable law, such provision will be reformed and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if such reformation and interpretation is not possible, and the remaining provisions of this Agreement will continue in full force and effect.

*Signature Page to follow*



Agreement Accepted by:

MealSuite Inc.

Signed By:   
DocuSigned by:  
448A1B9DF6B4468...

Print Name: Polly Kirkwood

Title: VP Sales Operations

Date: 5/13/2025 | 2:41 PM PDT

I have the authority to bind the Corporation

2<sup>nd</sup> Authorized Signatory:

Signed By:   
Signed by:  
37BE0236933E466...

Print Name: Derek Doyle

Title: VP Finance

Date: 5/30/2025 | 6:27 AM PDT

I have the authority to bind the Corporation

Agreement Authorized by:

County of Monterey, on behalf of Natividad Medical Center

Signed By:


Print Name: Charles R. Harris

Title: CEO

Date:

I have the authority to bind the Corporation

Approved as to Legal Provisions

Signed by:   
Signed by:  
696D21D44C4341D...  
Monterey County Deputy County Counsel

Date: 6/6/2025 | 12:18 PM PDT

Approved as to Legal Provisions

The Auditor-Controller has reviewed and  
does not approve the non-standard  
Signed by: payment provisions.

Monterey County Deputy Auditor Controller

Date: 6/6/2025 | 1:53 PM PDT



## SCHEDULE 1 – PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("PS Addendum" or "PSA") is an addendum to the Master Subscription Agreement (the "MSA") between MealSuite Inc. ("MealSuite") and the Customer identified in the MSA ("Customer") pursuant to which Customer desires to procure, and MealSuite desires to render, certain professional, data-entry, training, operational and/or technical services (collectively, "Professional Services") in connection with the Services. Capitalized terms used but not defined in this PS Addendum will have the meaning set out in the MSA. The terms and conditions of this PS Addendum are incorporated by reference into the MSA. In the event of conflict between this PS Addendum and the MSA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services. The terms in the sales order forms, and/or Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed shall control as to the engagement described in those documents.

### PS 1. Scope of Services

MealSuite shall provide Customer with Professional Services as set forth in the applicable statements of work (each, a "Statement of Work" or "SOW") or sales order forms executed by Customer. Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials to be developed and/or provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PS Addendum.

### PS 2. Customer's Responsibilities

#### PS 2.1 Cooperation

MealSuite's ability to provide Professional Services requires the co-operation of Customer in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Customer of its obligations as set out in the SOW. In the event that Customer fails to perform any of its responsibilities outlined in an SOW in a timely manner, MealSuite may be delayed in its fulfillment of its obligations and additional costs, or expenses incurred by MealSuite may be billed to Customer.

#### PS 2.2 Representative

Customer agrees to appoint a representative who will provide professional and prompt liaison with MealSuite, have the necessary expertise and authority to commit Customer, be available during business hours when requested by MealSuite and meet with MealSuite's representatives at agreed regular intervals in order to review progress and resolve any issues.

#### PS 2.3 Access

Customer will provide management direction and decisions as reasonably requested by MealSuite, and make available for reference and use by MealSuite such Data, documentation, and other materials and information as are reasonably requested by MealSuite to perform Professional Services.

#### PS 2.4 Service Cancellations

Virtually delivered services including trainings and project meetings require a minimum 1 business day cancellation notice. On-site services must be cancelled (or rescheduled) at least 3 business days prior to the scheduled arrival. If Customer fails to provide adequate notice, MealSuite may charge the customer for the scheduled services as if delivered and any non-refundable travel expenses.

### PS 3 Change Management Process

If Customer or MealSuite requests a change in any of the specifications, requirements, Deliverables, or scope of Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. MealSuite will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until both parties execute them. Executed Change Orders shall be deemed part of and subject to this PS Addendum.

### PS 4. Project Materials.

#### PS 4.1 Deliverables



MealSuite shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property, as defined below), and related intellectual property rights. Subject to terms and conditions of the MSA and this PS Addendum, and during the Term, MealSuite provides Customer with a limited, non-exclusive, non-transferable license to use the deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Services.

#### **PS 4.2 Tools**

Notwithstanding any other provision of this PS Addendum: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by MealSuite to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.

#### **PS 4.3 Customer Property**

Customer shall own all rights, title and interest in and to any Customer Property. "Customer Property" means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer owned property in an SOW. Customer grants MealSuite the right to use Customer Property solely for the purpose of providing Professional Services to Customer.

#### **PS 5. Professional Services Warranty**

MealSuite warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with this SOW; and (b) the Professional Services shall be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. MealSuite's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranty, and Customer notifies MealSuite within 60 days of MealSuite's delivery of the Professional Services, Customer may require MealSuite to re-perform the non-conforming portions of the Professional Services.

#### **PS 6. Disclaimer**

THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF MEALSUITE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### **PS 8. Term**

This PS Addendum shall be effective as of the Effective Date of the MSA and shall continue in effect during the Term of the MSA. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW.

#### **PS 9. Non-Impediment**

Provided that MealSuite does not use any Customer Property except as permitted, nothing in this PS Addendum shall be construed as precluding or limiting in any way the right of MealSuite to provide consulting, development, or other services of any kind to any individual or entity (including performing services or developing materials which are similar to and/or competitive with the Professional Services and/or related Deliverables).

#### **PS 10. Entire Addendum**

This PS Addendum, together with the attached SOWs and exhibits that are incorporated by reference, and the MSA and its associated sales order forms, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PS Addendum and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs and/or responses thereto, verbal and/or written communications related to the Professional Services provided by MealSuite.



## SCHEDULE 2

### Service Levels and Support Addendum

This Service Levels and Support Addendum sets out MealSuite's current service levels and help desk support services. MealSuite shall use commercially reasonable efforts to comply with these service levels and may update/enhance the service levels from time to time on reasonable notice to Customer.

#### 1. Cloud Platform Availability

- 1.1 **Uptime.** MealSuite shall use commercially reasonable efforts to make the Services available 24 hours per day and 365 days per year, except in accordance with maintenance or other periods of unavailability set forth below. Customer may, subject to obtaining access to the internet, access the Services during not less than 99.6% of hours during each calendar year, excluding maintenance periods and other periods of unavailability as set forth in these Target Service Levels ("**Uptime**"). The unavailability of a single module or interface that is not, in MealSuite's sole discretion, considered critical to client operations, may be excluded from Uptime. Should MealSuite fail meet the required Uptime, Customer's sole and exclusive remedy shall be to terminate the MSA in accordance with the provisions thereof.
- 1.2 **Unavailability Due to Causes Beyond Control.** Periods of unavailability due to causes beyond MealSuite's reasonable control, including natural disasters, war, riots, labor disputes, government lockdown, internet service provider failures, client network failures, electricity provider failures, delays or denial of service attacks are excluded from Uptime.
- 1.3 **Downtime Maintenance Periods.** MealSuite periodically adds, repairs and upgrades its network, hardware and applications and shall use its best efforts to accomplish this without affecting Customer's access to the Services; however, repairs of an emergency or critical nature may result in the Cloud Platform not being available. MealSuite has also established periodic system maintenance windows. Any planned maintenance which could affect Customer's access to the Cloud Platform shall be scheduled to take place between the hours of 11PM and 4:00 AM (EST). During these system maintenance windows, MealSuite may make the Services unavailable in order to perform maintenance without notice.

#### 2. Help Desk Availability

- 2.1 **Service Hours.** Help desk support services are provided 8:30am to 6pm Eastern (Standard) Time, Monday through Friday, excluding Federal Holidays.
- 2.2 **After Hours Emergency Support.** Emergency support is available by telephone, 24 hours per day, 365 days per year. This service is reserved for Customers experiencing a significant disruption to their operations and require immediate assistance. Use of this service is subject to a fee of \$195/hr USD (billing in 1-hour increments).

#### 3. Excluded Services. Although not an exclusive list of Excluded Services, and without limiting the generality of the definition of Excluded Services, the Service Plan does not include:

- Support of equipment or software for Customer's internet access, networks and telecommunications systems.
- Training and instruction of any kind.
- Support of any equipment not sold by MealSuite.
- Installation or physical maintenance of equipment at Customer's site(s).
- Support of an individual who is not directly listed on the account authorized contact list and has a valid license assigned.

#### 4. Customer Responsibility

- 4.1 **Data Privacy in Communication.** In order to ensure appropriate protection of PHI during the re-creation and troubleshooting of reported issues, Customer must make all reasonable efforts to provide information without referring to specific clients, unless Customer provides such information in a secure fashion (such as an encrypted email). If reference to a client is necessary, the MealSuite Client ID Number should be used as the primary identifier. Unless secure e-mail is used, any screenshots provided should be marked up to remove any identifiable PHI data.
- 4.2 **Reporting an Incident.** MealSuite provides several ways to initiate a help desk ticket. Currently supported processes include via in-application chat, by telephone, by helpdesk portal or by e-mail at [support@mealsuite.com](mailto:support@mealsuite.com).

When initiating a ticket through any of the above, to expedite the resolution process the Customer should provide as many details as possible including error messages, time of incident and steps to reproduce incident.



**Urgent and High incidents (as outlined in section 6) must be reported by telephone by calling 1-800-383-1999 and selecting 'Support' at the prompt.** If outside regular hours, choose the 'Emergency Support' prompt to be direct to the appropriate queue. If a live agent does not pick up, the following should be provided:

- A description of the incident including any error messages
- Contacts full name
- Callback telephone number and extension number if applicable

**5. Auto-Closure of Tickets.** If Customer does not respond to a request for information or validation of closure within 5 business days of last action, the ticket shall be automatically closed and deemed resolved.

**6. Response and Resolution Targets** Requests which cannot be immediately addressed by MealSuite's help desk shall be escalated in accordance with MealSuite's internal escalation process. The "Initial Response Time" is the time in which Customer reporting the service request is provided with a case number to track the request.

Priority Level	Issue Description	Initial Response Time	MealSuite Commitment
Urgent	A condition which: (i) is halting production without an economically feasible alternate method to run MealSuite; or (ii) prevents Users from accessing or using a critical function of MealSuite. Examples: – Users cannot access the application or embedded third-party system (does not include situations where Users forget or lose their passwords). – Platform error preventing access to Client Record Data, preventing Users from meeting statutory or regulatory requirements.	Within 1 hour, 24 x 7 x 365	Issue resolution activities shall be conducted 24 x 365 until fixed or a reasonable workaround is identified and implemented.
High	– Application related problem which restricts or prevents Users from providing key services to clients. A condition which: (i) is deterring User from meeting production processes/schedules; (ii) has a serious impact on the use of MealSuite; (iii) is making production materially more difficult or costly for User; or (iv) results in material corruption of any of User's Data.	Within 1 hour during Primary Support Hours 8:30am –6:30pm (EST) M-F (excluding Federal Holidays)	Issue resolution activities shall be conducted during Primary Support Hours until fixed or reasonable workaround is identified and implemented.
Medium	A condition other than those described above in which MealSuite is performing in an unpredictable manner or is producing incorrect results but is not impacting production or business processes/schedules materially.	Within 3 hours during Primary Support Hours	MealSuite shall work with Customer to prioritize and schedule resolutions into regular release cycles.
Low	A condition other than those described above in which there are inconsistencies, irregularities and/or limitations in MealSuite or a third-party service provider which cause inconvenience to User.	Within 6 hours during Primary Support Hours	MealSuite shall provide a tracking ticket to notify the Customer when the fix has been released. Release timelines shall vary depending on total impact of issue, release schedule, existing priorities and development efforts etc.



## SCHEDULE 3

### Data Standards

#### DS1. Diet Order Types and Parameters

The MealSuite database includes select diet, texture, and fluid types (Diet Order Types) available for customer use. MealSuite Diet Order Types are evaluated annually and subject to change, based on updates to the Academy of Nutrition and Dietetics' Nutrition Care Manual (NCM) and the International Dysphagia Diet Standardization Initiative (IDDSI) Guidelines.

Diet Order Types may be used by customers as is or be modified to align with the customer's specific standards. Once modified by the customer, the customer takes full responsibility of the data maintenance associated with the modifications. Diet standards and/or definition requirements can vary by state, and therefore it is not uncommon to have differences noted between MealSuite database standards and customer specific standards. State regulations often supersede federal guidelines and regulations with relation to specific diet parameters. It is the responsibility of the customer to ensure they are following regulations as applicable for federal, state, and local jurisdictions.

#### DS2. Menus & Recipes

MealSuite provides generic sample menus, refreshed on an annual basis, as a starting point to assist customers in adopting the MealSuite platform. These menus are based on the USDA MyPlate and Dietary Reference Intakes (DRI) published by the Institute of Medicine (IOM) of the National Academy of Sciences. The Regular Diet Type is designed to meet the nutritional needs of healthy adults who do not have dietary restrictions and includes a variety of foods with consideration to the preferences of the population for which the menu is written. It provides an average of 2000 calories per day and incorporates recommendations from DRIs to meet the minimal nutrient requirements for adults (females 51 to 70 years of age, and >70 years of age if available). The DRI's represent the most current scientific knowledge on the nutrient needs of the healthy population; however individual requirements may be higher or lower than the DRI's.

Recipes utilized on MealSuite master menus are fully extended for the diet and texture combinations supported at the master level as noted above. Therapeutic and texture-modified menus are based on the Academy of Nutrition and Dietetics' Nutrition Care Manual (NCM) and the International Dysphagia Diet Standardization Initiative (IDDSI). While MealSuite makes best efforts to ensure accurate recipe extensions and preparation instructions, it is the customers responsibilities to review and test recipes before serving to their Resident and Patients.

#### DS3. Nutrients and Allergens

Nutrient analysis of food items, recipes, and menus contained in the database is calculated from a dataset provided by the USDA Food Composition tables, manufacturer provided data, data from third-party data sources and manually inputted user data. While MealSuite strives to offer the most accurate nutrient analysis, it is only as accurate as the data sources acquired.

Federally mandated allergens are applied to a MealSuite master food item if found to be a declared allergen on  $\geq 80\%$  of scrutinized comparable commercially available products. Every effort has been made to identify these allergens in appropriate foods, however due to varying product formulations and updates from manufacturers unknown to MealSuite, customers are encouraged to validate the allergen on the label and/or from the manufacturer of the actual product being used prior to service.

Select non-federally mandated allergens may be applied to MealSuite master food items. Non-federally mandated allergens are not required to be declared on product labels, and therefore cannot undergo the same level of scrutiny for inclusion or exclusion in the MealSuite system as do the federally mandated allergens. Foods known to contain the offending allergen shall be marked as accurately as possible.

Likes and Dislikes Flags are intended to accommodate preferences and can be used to restrict or encourage the items a person shall receive. Dislikes should not be used for the management of allergens, as foods associated with a dislike group may not be all encompassing to include the variety of forms a food may take during preparation, but which could still trigger an adverse reaction.





## **SCHEDULE 4**

### **Customer Privacy Policy ("CPP")**

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1. The CPP is incorporated into Agreement between Customer and MealSuite.
2. This CPP is applicable as of September 22, 2021, and is applicable until a new version of the CPP is published by MealSuite and Customer is provided with notice in accordance with Agreement between Customer and MealSuite.
3. This CPP is version CPP:1.0.0, for reference.
4. Private Health Information Confidentiality.
  - a. MealSuite covenants and agrees not to use or further disclose the Customer Information other than as permitted or required to carry out its obligations pursuant to this Agreement or as required by law;
    - i. To use reasonable safeguards to prevent use or disclosure of the Customer's information other than as provided in this Agreement; To report to the Customer any use or disclosure of the Customer's information not provided by this Agreement of which it becomes aware;
    - ii. To ensure that any agents, including subcontractors, to whom MealSuite provides private health information (PHI) received from, or created or received by MealSuite on behalf of the Customer, agrees to the same restrictions and conditions that apply to MealSuite with respect to such information;
    - iii. To make available PHI in accordance with legislative requirements for access of individuals to PHI;
    - iv. To comply with all applicable legislation governing the confidentiality of Customer's data;
    - v. To make available the information required to provide an accounting of disclosures in accordance with legislative requirements for accounting of disclosures of PHI;
    - vi. To make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by MealSuite on behalf of



the Customer, available for purposes of determining MealSuite's compliance with its obligations pursuant to this section.

- vii. On termination of this Agreement, to destroy PHI received from, or created or received by MealSuite on behalf of the Customer that MealSuite still maintains in any form and MealSuite covenants that it shall retain no copies of such information, or, if such destruction is not feasible, to extend the protections of this Agreement to the information and limit further uses and disclosure to those purposes that make the destruction of the information unfeasible.
- 5. MealSuite agrees not to disclose to any third party any information concerning the Customer's specific operations, Customers, or patients except as expressly authorized in CPP and Agreement.
- 6. Personally identifiable data is governed by the BAA, IMA or other similar agreement with Customer.
- 7. No rights or licenses are granted except as expressly set forth in Agreement.
- 8. Aggregate Usage Data.
  - a. MealSuite may use aggregate data, including deidentified, anonymized or pseudo-anonymized information, collected by MealSuite with respect to Customer's and Users' access to and use of the Services and derivative data, without the prior written consent of Customer or Users including: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other MealSuite offerings and other legitimate business purposes; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
- 9. Industry Related Data.
  - a. MealSuite may use industry related data, including deidentified, anonymized or pseudo-anonymized information, collected by MealSuite with respect to Customer's and Users' access to and use of the Services and derivative data, without the prior written consent of Customer or Users including: the use and disclosure to optimize supply chain availability, demand forecasting, trend insights, market data, and product usage statistic. MealSuite will not disclose or supply Customer's user or contact lists, product costs or proprietary financial information to any partner or third-party

**HARDWARE QUOTE (Q-00002407)**

Currency: USD

**Prepared For:**

Natividad Hospital  
1441 Constitution Blvd  
Salinas California, 93906 United States

**Prepared By:**

**Corrina Stellflug**  
MealSuite Inc.  
5001 Lyndon B. Johnson Fwy,  
Suite 525. Dallas, TX.  
75244

**Hardware**

	<b>COST</b>	<b>QTY</b>	<b>TOTAL COST</b>
<b>ELO-ANDROID-15-STANDARD</b> ELO 15.6" Touchscreen Monitor - Standard (POS)	\$999.00	3	<b>\$2,997.00</b>
<b>ELO-TABLETOP-STAND-15</b> ELO Tabletop Stand for 15" I-Series Monitor	\$89.00	3	<b>\$267.00</b>
<b>CASH-DRAWER</b> Cash Drawer (Black)	\$130.00	3	<b>\$390.00</b>
<b>Stripe Wireless Credit Card Reader with Dock</b> BBPOS WisePOS E with Dock	\$499.00	3	<b>\$1,497.00</b>
<b>ELO-ANDROID-22</b> 22" Android All-In-One Device (includes choice of mount)	\$1,799.00	3	<b>\$5,397.00</b>
<b>STAR-PRNTR</b> Star Micronics Thermal Printer	\$523.00	4	<b>\$2,092.00</b>
<b>PRINTER-SETUP</b> Pre-configuration of printer to be plug and play on arrival.	\$0.00 <b>200 Discount Applied</b>	4	<b>\$0.00</b>
<b>SAMSUNG-TAB-A9-11.0 w/Case</b> Galaxy Tab A9+ 11", 8 CORE w/Case	\$304.61	6	<b>\$1,827.66</b>
<b>BRECKNELL-SCALE</b> Brecknell Digital POS Scale	\$740.00	3	<b>\$2,220.00</b>

MEALSUITE® FOODSERVICE TECHNOLOGY PROPOSAL

<b>BRECKNELL-SCALE-USB</b> Brecknell Digital Scale USB Cable	\$0.00	3	<b>\$0.00</b>
<b>4-PORT-USB-HUB</b> 4-Port USB Hub for POS Stations	\$49.00	3	<b>\$147.00</b>
<b>SUBTOTAL:</b>		<b>38</b>	<b>\$16,834.66</b>

<b>Ongoing Annual Fees</b>			
	<b>COST</b>	<b>QTY</b>	<b>TOTAL COST</b>
<b>MDM</b> Remote Device Management	\$72.00	3	<b>\$216.00</b>
<b>SLA-GOLD-MONITOR</b> Gold Service Level Agreement - Monitor (Annual Recurring Fee)	\$60.00	3	<b>\$180.00</b>
<b>MDM</b> Remote Device Management	\$72.00	3	<b>\$216.00</b>
<b>SLA-GOLD-MONITOR</b> Gold Service Level Agreement - Monitor (Annual Recurring Fee)	\$60.00	3	<b>\$180.00</b>
<b>MDM</b> Remote Device Management	\$72.00	6	<b>\$432.00</b>
<b>SLA-GOLD-TABLET</b> Gold Service Level Agreement - Tablet (Annual Recurring Fee)	\$36.00	6	<b>\$216.00</b>
<b>SUBTOTAL:</b>		<b>24</b>	<b>\$1,440.00</b>

<b>Consumable</b>			
	<b>COST</b>	<b>QTY</b>	<b>TOTAL COST</b>
<b>STAR-PRNTR-PAPER</b> Thermal Printer Paper (12 rolls per case)	\$55.00	4	\$220.00
<b>SUBTOTAL:</b>		<b>4</b>	<b>\$220.00</b>

**I. FEES:**

**A. All orders over \$1,000 require a 50% deposit paid by check, wire transfer, bank transfer or credit card prior to shipment of goods unless exempted in writing. The remaining balance shall be due upon receipt of goods.**

**B. Costs Breakdown:**

	One Time Fees	Annual Fees
Hardware	\$16,835	N/A
Ongoing Annual Fees	N/A	\$1,440.00
Consumable	\$220.00	
<b>Total amount shall not exceed \$20,183</b>		

**II. Terms of Sale**

Customer is responsible for applicable taxes and freight charges; taxes and freight charges will be added to each invoice.

**1. Use of Equipment.** Customer, at its own expense, shall keep the Equipment in good repair, appearance and condition, other than normal wear and tear, will use the Equipment in a good and careful manner. Customer will comply with all the manufacturer's requirements and recommendations respecting the Equipment. Failure to do so could void warranties and or service agreements with the manufacturer and/or the MealSuite.

Customer will use the Equipment exclusively for MealSuite. Customer will not attempt to load alternate software onto the device or alter its configuration without written permission from MealSuite. In the event the Equipment is modified without the written approval of MealSuite, the following remedies may apply:

- Customer will be responsible for shipping the Equipment to an authorized repair center designated by MealSuite.
- Customer shall pay \$195/hr USD (minimum 1 hour increment) for all assistance with troubleshooting and restoring the Equipment to a working state.
- In the event of compromised hardware, the warranty will be null and void.
- MealSuite may immediately terminate the service agreement for the Equipment and refuse further support.

**2. Equipment Installation.** Customer is responsible for the professional mounting, cabling and installation of all equipment. MealSuite is not responsible for incorrectly installed equipment or any associated damage. It is the Customer's responsibility to ensure that any equipment which is mounted meets local building codes and is adequately secured to prevent injury. Sensors should be validated after installation to ensure the temperature transmitted is accurate to the environment.

Current networking requirements are available at: [www.mealsuite.com/minimum-spec](http://www.mealsuite.com/minimum-spec)

**3. Equipment Support:****Equipment Rented from MealSuite:**

In the event of Equipment errors, Customer shall immediately notify MealSuite Support with all relevant facts to assist with reproduction of the issue and troubleshooting.

If it is determined by MealSuite Support that a replacement device is required:

- A replacement will be shipped out the next business day with priority service at MealSuite's expense.
- Customer shall return the defective unit to the address specified by MealSuite by a pre-paid shipping.
- If Customer does not return the defective unit within 30 days, the Customer shall be invoiced for the replacement unit which shall be subject to the payment provisions set forth in the Agreement.

If the original device was damaged during use, MealSuite may charge the repair costs or fair market value of the device.

**Equipment Purchased from MealSuite:**

In the event of Equipment errors, Customer shall immediately notify MealSuite Support with all relevant facts to assist with reproduction of the issue and troubleshooting.

If it is determined by MealSuite Support that a replacement device is required:

If the customer has purchased the 'SLA Gold Upgrade' for the impacted unit:

- o A replacement will be shipped out the next business day with priority service at MealSuite's expense.
- o Customer shall return the defective unit to the address specified by MealSuite by a pre-paid shipping.
- o If Customer does not return the defective unit within 30 days, the Customer shall be invoiced for the replacement unit which shall be subject to the payment provisions set forth in the Agreement.
- o - If the unit is out of warranty, the customer will be quoted the repair cost and may choose to either pay for the replacement unit already shipped, repair the original unit, or reject both and cancel the hardware maintenance program on the unit.

If the customer has **NOT** purchased the 'SLA Gold Upgrade' for the impacted unit:

- o Customer shall return the defective unit to the address specified by MealSuite at the customer's expense.
- o If the unit is out of warranty, the customer will be quoted the repair cost and may choose to reject the repair.
- o An advance replacement unit shall not be provided, and customer acknowledges that repair times are outside of MealSuite's control.

Customer is encouraged to retain an original box and packing materials for screens due to their sensitivity to shipping.

**Premium Service Agreement Termination.** MealSuite reserves the right to terminate any premium service level agreements (ex. Gold) with notice to the Customer provided no less than 60 days. Customer may terminate the premium service program with no less than 60 days notice.

**4. Equipment Lifetime.** Customer acknowledges that the typical software lifetime of a screen, terminal or tablet is three (3) years. While MealSuite shall make best efforts to extend this lifetime, software support cannot be guaranteed. MealSuite shall notify client at least 60 days in advance of any end-of-life support for their equipment.

**5. Warranties.** MealSuite warrants that MealSuite has the right to resell the Equipment and pass to Customer any manufacturer's warranty according to the terms in this Addendum and that, if no Event of Default has occurred, MealSuite will not disturb Customer's quiet and peaceful possession of the Equipment or Customer's unrestricted use of the Equipment for the purpose for which the Equipment was designed. Customer acknowledges that replacement or repair of defective Equipment will be dictated by the manufacturer's warranty and related policies, procedures and costs (if any) and MealSuite does not offer and is not responsible for any additional warranty on the Equipment.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MEALSUITE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT, EITHER PATENT OR LATENT SHALL RELIEVE CUSTOMER OF ITS OBLIGATION HEREUNDER. MEALSUITE IS NOT LIABLE FOR CONSEQUENCES OF HARDWARE FAILURE IS SPECIFICALLY NOT LIABLE FOR COMPONENTS ON CUSTOMER'S SITE, INCLUDING BUT NOT LIMITED TO, THE FOOD CONTENTS, FREEZERS, FRIDGES OR ANY DAMAGE OR LIABILITY FROM THE INCORRECT INSTALLATION OR MOUNTING OF THE EQUIPMENT.

**6. Acceptance and Returns.** Customer must report any damage or defects as a result of shipping within 7 days of delivery of product to MealSuite. If no notices are provided, it is assumed that the Equipment has been accepted in working order and any repairs shall be under the Warranty program.

A Customer may return re-saleable Equipment to MealSuite within 30 days of delivery at their expense. Any mounts in which any of the included hardware have been installed shall be refused. MealSuite shall inspect equipment within 7 days on receipt and issue a credit pending no defects or damages that were incurred during shipping or at the Customers fault.

**7. Rental Equipment Loss.** If the Equipment has been provided as a rental and it has been lost or damaged at the fault of Customer, Customer shall pay the fair market value of the Equipment.

**8. Default Remedies Related to Equipment.** On the occurrence of an Event of Default, MealSuite will be entitled to pursue any one or more of the following remedies (the 'Remedies') in addition to all remedies specified in the Agreement:

- i. Remotely disable access to the Equipment and, or to any software programs provided by Company with the device, until payments are brought current.
- ii. Terminate this Agreement immediately upon written notice to Customer.



QUOTE (00006357)

Currency: USD

**Prepared For:**

Natividad Hospital  
1441 Constitution Blvd  
Salinas, California 93906  
United States

**Prepared By:****Corrina Stellflug**

MealSuite Inc.  
5001 Lyndon B. Johnson Fwy,  
Suite 525. Dallas, TX.  
75244

**Software Add-ons (Monthly Recurring Fee)**

	COST	QTY	TOTAL COST
<b>Point of Sale</b> Fully integrated Point of Sale with Meal Plans, Charge Accounts and more.	\$179.00	1	\$179.00
<b>POS Interface Engine</b> Monthly fee for the maintenance and overhead related to a POS interface such as Payroll Deduct, Staff Sync, GL Interface, etc.	\$49.00	1	\$49.00
<b>Portal by MealSuite</b> Ability to integrate with existing community engagement platform or have standalone access to meal plan balances, historical transactions and self-order meals.	\$149.00	1	\$149.00
<b>Touch - Paperless Bundle (Smart Service, Paperless Kitchen and Menubords)</b> Packaged bundle with cost savings which includes Smart Service Suite, Paperless Kitchen (including HACCP HQ), Interactive Menu Boards and Menu Websites	\$249.00	1	\$249.00
<b>SUBTOTAL:</b>		<b>4</b>	<b>\$626.00</b>

**Setup Fee**

	COST	QTY	TOTAL COST
<b>Point of Sale: Per Revenue Center Setup Fee</b> <b>Notes: Includes 3 revenue centers</b> Training, configuration support, best practices guidance and remote go-live support. On-site support is available for an additional fee.	\$999.00	1	\$999.00
<b>POS Interface - Setup Fee (Per interface)</b> <b>Notes: Unlimited interfaces</b> Setup to build, test and activate a Point of Sale data interface such as Payroll Sync, Staff Sync, Resident Data etc. Fee is per interface.	\$499.00	1	\$499.00
<b>Portal by MealSuite - Training and Setup Fee</b> <b>Notes: Discount approved</b> A one-time setup fee that includes remote training, project management and configuration assistance. On-site training is available for an added daily fee and travel expense if required.	\$500.00	1	\$500.00



Temperature Sensor: Setup Fee

Configuration and Setup Services to deploy the temperature sensor solutions.	\$149.00	1	\$149.00
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Touch - Paperless Bundle Setup Fee

Notes: Discount approved

A one-time setup fee that includes remote training, project management and configuration assistance. On-site training is available for an added daily fee and travel expense if required.	\$750.00	1	\$750.00
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SUBTOTAL:	5	\$2,897.00
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Professional Services (One Time Fee)

	COST	QTY	TOTAL COST
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Training & Implementation:

Notes: \*Recommended for POS projects\* (customer to cover travel expenses, \$ TBD)

One day of on-site training or associated service. Customer is responsible for associated travel expenses that will be billed following the completion of services.	\$950.00	3	\$2,850.00
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SUBTOTAL:	3	\$2,850.00
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Add-on Temperature Sensors (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
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Temperature Sensor

Temperature Sensor for Cold Storage Monitoring & Alerts	\$6.00	40	\$240.00
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Temperature Sensor Gateway

Temperature Sensor Gateway only	\$16.00	5	\$80.00
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SUBTOTAL:	45	\$320.00
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**I. Terms of Sale**

- A. Customer is responsible for applicable taxes and freight charges; taxes and freight charges will be added to each invoice.
- B. Customer and MealSuite agree that MealSuite shall be reimbursed for travel expenses during this Agreement. MealSuite shall receive compensation for travel expenses as per the Monterey County Travel and Business Expense Reimbursement Policy. A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures> To receive reimbursement, MealSuite must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

**II. Costs Breakdown:**

<b>Software Add-On Fees:</b>		
	<b>Monthly Fees</b>	<b>One-Time Fees</b>
	\$626.00	N/A
<b>Setup Fee:</b>		
	<b>Monthly Fees</b>	<b>One-Time Fees</b>
	N/A	\$2,897.00
<b>Professional Services (training &amp; implementation)</b>		
	<b>Monthly Fees</b>	<b>One-Time Fees</b>
	N/A	\$2,850.00
<b>Add-on Temperature Sensors</b>		
	<b>Monthly Fees</b>	<b>One-Time Fees</b>
	\$320.00	N/A
<b>Estimated Travel Expenses:</b> \$2,500		
<b>Total amount shall not exceed \$21,181</b>		

Exhibit B:

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective August 1, 2025 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and MealSuite, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

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

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

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

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

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

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

### **AGREEMENT**

#### **1. DEFINITIONS**

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

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

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

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

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

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

Unless otherwise limited herein, Business Associate may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

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

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

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

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

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

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

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

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

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



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

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

### **3.2 Business Associate Acknowledgment.**

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

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

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

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

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

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

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

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

## **4. TERM AND TERMINATION**

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

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

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

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

## **5. MISCELLANEOUS**

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

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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

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

If to Business Associate, to:

MealSuite, Inc.  
 Attn: Sean Rowe  
 5001 LBJ FWY Suite 525  
 Dallas, TX. 75244  
 Phone: 972-238-7200  
 Fax: 972-238-7733

If to Covered Entity, to:

Natividad Medical Center  
 Attn: Compliance/Privacy Officer  
 1441 Constitution Blvd.  
 Salinas, CA 93906  
 Phone: 831-755-4111  
 Fax: 831-755-6254

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

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

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

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

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

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

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity’s request.

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

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

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

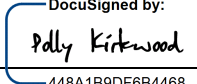
By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date: \_\_\_\_\_

**COVERED ENTITY**

By:  \_\_\_\_\_  
448A1B9DF6B4468...

Print Name: Polly Kirkwood

Print Title: VP Sales Operations

Date: 5/13/2025 | 2:41 PM PDT