US FOODS BLUEPRINT 360

BluePrint 360 Pro + Connect Menu Agreement

This BluePrint 360 Agreement (the "**Agreement**") is made by and between US Foods, Inc., located at 9399 W. Higgins Road, Suite 500, Rosemont, IL 60018 ("**USF**") and <u>COUNTY OF MONTEREY</u>, on behalf of NATIVIDAD MEDICAL CENTER located at <u>1441 Constitution Blvd.</u>, Salinas, CA 93906 ("**Customer**"). In consideration of the following agreements and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Customer agrees to pay USF 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 USF under this Agreement shall not exceed the sum of $17,878. Payable within thirty (30) days of County of Monterey's Auditor-Controller receiving the certified invoice from Customer's Accounts Payable Department. Prices do not include taxes, including sales tax. Unless Customer provides USF with appropriate tax exemption forms, Customer will be responsible for the payment of all applicable taxes. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. Pursuant to USF's agreement with MealSuite, Inc., Customer's subscription fees are subject to an annual increase in monthly subscription fee(s) based upon the U.S. Census Bureau of Labor Statistics Consumer Price Index ("CPI").

Primary User Name:

Primary User Email:

Additional User 1 Name: Sanjay Narayan

Additional User 1 Email: narayans@natividad.com

Additional User 2 Name: Sylvia Carranza

Additional User 2 Email: carranzas@natividad.com

Additional User 3 Name: Norma M. Fuentes

Additional User 3 Email: fuentesnm@natividad.com

Additional User 4 Name: Josh West

Additional User 4 Email: westjj@natividad.com

Additional User 5 Name: Loni Rahn

Additional User 5 Email: rahnla@natividad.com

Additional User 6 Name: Olivia Figueroa

Additional User 6 Email: figueroao@natividad.com

Additional User 7 Name: Luisa Pailma

Additional User 7 Email: pailmals@natividad.com

Additional User 8 Name: Cathlyn Albano

Additional User 8 Email: albanocr@natividad.com

Additional User 9 Name: Patty Camacho

Additional User 9 Email: camachopp@natividad.com

Additional User 10 Name: Desiree Rivera

Additional User 10 Email: riverad@natividad.com

Additional User 11 Name: Yvette Chavarria

Additional User 11 Email: chavarriayl@natividad.com

Additional User 12 Name: Gladys Estrada

Additional User 12 Email: estradag@natividad.com

1. The subscription package(s) includes a software license that requires web browser support. Customer acknowledges and agrees to the following: Any computer used to access BluePrint 360 will be required to have industry-standard web browsers to access the application. Customer is responsible for all hardware required for application.

2. The Success Package includes full virtual training and project management support for initial project implementation and ongoing annual training and project management (up to 5 hours annually) for system users. Cancellation by Customer of any scheduled on-line service without 24 hours (one business day) notice to MealSuite, or failure to attend a scheduled training or project management event will incur charges as if services were delivered by MealSuite.

3. This Agreement is contingent on Customer utilizing USF as their prime vendor of food and supply requirements.

4. Customer acknowledges and agrees it is responsible for (a) notifying USF or MealSuite Support of changes to approved user login/passwords, (b) addressing any individual patient needs, (c) revising menus to meet federal and state regulatory agency guidelines, and (d) Customer is responsible for revision of nutrient and allergen information.

5. The Agreement term is from **August 1, 2025 through July 31, 2026** unless sooner terminated to the terms of this Agreement. This Agreement is of no force or effective until signed by both USF and Customer and with Customer signing last and USF may not commence work before Customer signs this Agreement.

6. This Agreement is valid for an initial period of one (1) year. Customer will have the option to renew for additional one (1) year periods thereafter on an annual basis only by an instrument in writing signed by Customer and USF. Customer reserves the right to cancel this Agreement without cause, with a thirty-day (30) day written notice, or with cause immediately. This Agreement may be terminated by either party for any reason at least thirty (30) days' advance written notice prior to the effective date of termination. If Customer terminates this Agreement prior to the end of any applicable twelve (12) month subscription period, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. Customer may cancel and terminate this Agreement for good cause and effective immediately upon written notice to USF. "Good cause" includes the failure of USF to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of any consideration to USF, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due to USF under this Agreement.

7. This Agreement will be governed by and interpreted under the laws of the State of California.

8. Interfaces. If this, or any future Agreement, includes an interface to a third-party software system, it is Customer's responsibility to contact the third-party vendor to acquire any product(s), service(s), or documentation of data fields, etc., necessary to ensure that data is available from that vendor (for

incoming interfaces) in MealSuite specified formats, and/or the third-party vendor can accept MealSuite data in the format MealSuite provides (for outgoing interfaces, APIs, or data file exports). Customer understands that third-party vendor fees may apply which are not covered under this Agreement and are the entire responsibility of Customer. Customer also understands and agrees that 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.

9. Available Data. Data entered into a third-party system that is then transmitted to a MealSuite system is the Customer's data and the Customer is wholly responsible for such data and the accuracy and quality thereof in all circumstances; MealSuite disclaims all responsibility for the accuracy, quality, or timeliness of such data. Customer is responsible for review and reconciliation of data when an interface is activated. In the event that any future upgrades or modifications to the third-party software by the vendor disable or interfere with the functionality of the interface between the two software systems, it will be the responsibility of the Customer to reconcile the data mismatch problems with the third-party vendor in advance of any planned version upgrade by the third-party vendor software.

10. Interface Maintenance. Customer agrees to notify MealSuite in writing thirty (30) days in advance of any planned version upgrade of the third-party vendor's software. Customer understands that any changes made by the third-party vendor may result in additional charges or increased interface costs which will occur at the time work or changes are made; such feeds are not limited by price and protection terms. For certain instances, additional terms are included as an attachment to this Agreement. Note that for some integrations, terms specific to MealSuite Connect (ADT, Diet Order, and Allergy interfaces) may differ from terms specified for other MealSuite software.

11. HIPAA Compliance. USF does not have access to any Protected Health Information (defined in 45 CFR 160.103). Notwithstanding this, if this Agreement involves services, activities or products subject to the Health Insurance portability and Accountability Act of 1996 (HIPAA), and that USF does in fact have more than just incidental access to Protected Health Information, USF covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it shall comply with, the provisions of 45 CFR 164 Subpart E regarding the use and disclosure of Protected Health Information and shall require its subcontractors to comply with all HIPAA regulations.".

12. The parties shall not assign, sell, or otherwise transfer all of its right, title, and interest in and to, and all of its obligations under, the Agreement unless an Assignment and Assumption Agreement is signed by USF and the assignee and the Customer consents in writing to the Assignment and Assumption Agreement.

13. All notices under this Agreement will be in writing in either e-mail or by U.S. mail, postage pre-paid, return receipt requested, or by an overnight delivery service, or delivered in person, at the addresses set forth above. Notice will be deemed given when received, as evidenced by the return receipt.

14. Notwithstanding anything contained herein to the contrary USF does not warrant that the services provided herein are fit for the particular purpose intended by Customer. Customer agrees to indemnify and hold USF harmless against all claims arising out of the use by Customer or any third-party of any of the products and services provided for herein. ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. USF WILL IN NO WAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, EVEN IF USF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. NON-DISCRIMINATION. During the performance of this Agreement, USF, 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 USF's employment practices or in the furnishing of services to recipients. USF 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. USF 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.

16. EVIDENCE OF COVERAGE:
Prior to commencement of this Agreement, the USF shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Prior to the execution of this Agreement by CUSTOMER, USF shall file certificates of insurance with Natividad's Contracts Department, showing that USF has in effect the insurance required by this Agreement. USF 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.

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

IN WITNESS THEREOF, the parties have executed this Agreement by and through their authorized representatives as of the Effective Date.

CUSTOMER:

COUNTY OF MONTEREY, on behalf
NATIVIDAD MEDICAL CENTER

US FOODS, INC.

Amanda Lynch
— 7D9B63F9E8EF4CF...

_____
Signature

_____
Signature

Charles R. Harris

Amanda Lynch

_____
Printed Name

_____
Printed Name

CEO

Corporate Menu Specialist

_____
Title

_____
Title

5/1/2025 | 11:56 AM PDT

_____
Date Completed

_____
Date Completed

Tess Sutter
— 287D691B7DC54A9...

_____
Signature

Tess Sutter

_____
Printed Name

Manager Menu Solutions

_____
Title

5/2/2025 | 12:47 PM PDT

_____
Date Completed

APPROVED AS TO LEGAL PROVISIONS

Stacy Saetta
— 696D21D44C4341D...

By: _____
Monterey County Deputy County Counsel

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

APPROVED AS TO FISCAL PROVISIONS

Patricia Ruiz
— E79EF64E57454F6...

By: _____
Monterey County Deputy Auditor/Controller

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

US FOODS | BLUEPRINT® 360

QUOTE (00006092)

Currency: USD

Prepared For:

Natividad Hospital
1441 Constitution Blvd
Salinas, California 93906
United States

Base System (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
BluePrint 360 Acute Care Prime Dietary, Food Production and Patient Management System for Acute Care	$321.00	1	$321.00
Acute Care Prime - Per bed Fee Per bed fee that applies for Acute Care operations due to the high levels of data processing.	$3.00	100	$300.00
SUBTOTAL:		101	**$621.00**

Success Plus and Support (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
Success+ Program - Acute Care Edition The Success+ Program add-on ensures on-going success and optimal operations. Enjoy complimentary refresher training, access to our self-guided training tools, training webinars and more!	$49.00	1	$49.00
SUBTOTAL:		1	**$49.00**

Software Add-ons (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
Connect Interface - Acute Care - HL7 Interface **Notes: Meditech** HL7 Integration into a third-party platform, capabilities of integration are dependent on integrated system capabilities. Additional per bed fee applies.	$127.00	1	$127.00
Connect Interface - Acute Care - Per Bed Fee Monthly fee that is per licensed bed to support the costs associated with data transfer between systems and the on-going support of the integration.	$1.50	100	$150.00
SUBTOTAL:		101	**$277.00**

Setup Fee

	COST	QTY	TOTAL COST
Connect Interface - Acute Care - Setup Fee **Notes: Meditech** A custom setup fee associated with an HL7 integration. Fee includes project management, software development, activation and testing of integration.	$5,000.00	1	$5,000.00
SUBTOTAL:		**1**	**$5,000.00**

I.   Terms of Sale

A.   Customer is responsible for applicable taxes; taxes will be added to each invoice. If quoted services include on-site services, customer is responsible for travel costs.

B.   Customer and US Foods agree that US Foods shall be reimbursed for travel expenses during this Agreement. US Foods 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, US Foods must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

C.   Cost Breakdown:

Base System Fees:		
	Monthly Fees	**One-Time Fees**
	$621.00	N/A
Success Plus and Support:		
	Monthly Fees	**One-Time Fees**
	$49.00	N/A
Software Add-ons		
	Monthly Fees	**One-Time Fees**
	$277.00	N/A
Setup Fee		
	Monthly Fees	**One-Time Fees**
	N/A	$5,000
Total amount shall not exceed $17,878		