

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HILL ROM COMPANY, INC.

This Agreement is entered into this 20th day of April, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and HILL ROM COMPANY, INC., hereinafter called "Contractor."

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of the San Mateo Medical Center Nurse Call Installation Project;

Now, therefore, it is agreed by the parties to this Agreement as follows

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Professional Costs
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

1. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed six hundred and four thousand seven hundred forty-two dollars \$604,742.00. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 20, 2021, through December 1, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may,

notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: James C. Porter, Director of Public Works
Address: 555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: 650-363-4100
Facsimile: 650-361-8221
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: Austin Paramore
Care Communications Executive
Hill Rom Company, Inc.
Address: 2880 Zanker Road, Suite 203
Irvine, CA 92618
Telephone: 352-843-0170
Email: Austin.Paramore@hillrom.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

DocuSigned by:

April 16, 2021 | 3:59:42 PM EDT
Sheeza Hussain

Date Contractor Name (please print)
Contractor Signature
Signer Name: Sheeza Hussain
Signing Reason: I approve this document
Signing Time: April 16, 2021 | 3:58:44 PM PDT
3917D7587F9147118C2959B62FF9B2BD

For County

President of the Board of Supervisors Date (please print)
County of San Mateo

President of the Board of Supervisors

County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide Nurse Call System hardware and software professional installation services at the San Mateo Medical Center as specified in attached Contractor's Proposal dated February 2, 2021, including but not limited to:

- Equipment Inventory of Hill Rom Components
 - Staff Console
 - Standard Patient/Staff Station
 - Smart Graphical Patient/Staff Stations
 - ICON Based Dome/Zone Lights
 - Smart Bed Connectors
 - Emergency Switches
 - Patient Pillow Speaker
 - Patient Call Cord
- Centralized Call Display
- Installation of new Hill Rom Nurse Call system per the OSHPD approved design drawings.
 - Cabling
 - Termination
 - Hardware Device Installation
 - Labelling and
 - Existing Equipment Removal
 - Installed per local building codes and ADA requirements.
- Implementation Services of new system and connection to existing Hill Rom Nurse Call system.
- Project Management
- Warranty Support
- Educational Services and Training
- Listed Statement of Work Per Page 14-20 of Proposal JHEAQ6006

Contractor shall schedule the hours of work with the Department of Public Works, Capital Projects, Project Manager: Chris Bandy, email: cbandy@smcgov.org, prior to commencing work.

Work will be performed from Monday to Friday during normal business hours from 8am to 5pm. Work must be completed by December 1st, 2022.

Any changes to the projects scope of work must be issued through a change order request to the owner. Charges for work performed by the Contractor not authorized by the owner in writing prior to receiving an authorized change order by owner, may result in non-payment of services rendered.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the agreed upon proposal, summary fee schedule and terms.

Proposal Summary

Base Proposal	Proposal Number	Price
ED 1st Floor	JHEAQ6006	\$58,210.00
Edison Express 1st Floor	JHEAQ6006	\$20,047.00
Imaging 1st Floor	JHEAQ6006	\$52,734.00
Innovative Clinic 3rd Floor	JHEAQ6006	\$35,796.00
Keller Center 1st Floor	JHEAQ6006	\$14,588.00
Laboratory 1st Floor	JHEAQ6006	\$14,639.00
Medical Specialty Clinic 2nd Floor	JHEAQ6006	\$32,464.00
OBGYN Clinic 3rd Floor	JHEAQ6006	\$22,420.00
Pediatric Clinic 3rd Floor	JHEAQ6006	\$23,772.00
Psych ED 1st Floor	JHEAQ6006	\$29,468.00
Ron Robinson Clinic 1st Floor	JHEAQ6006	\$49,238.00
Surgical Specialty Clinic 2nd Floor	JHEAQ6006	\$42,686.00
Endoscopy 2nd Floor	JHEAQ6006	\$51,801.00
ICU 2nd Floor	JHEAQ6006	\$37,889.00
Nursing Wing 3rd Floor	JHEAQ6006	\$99,659.00
OR-PACU 2nd Floor	JHEAQ6006	\$64,331.00
Installation Discount	JHEAQ6006	(\$45,000.00)
	Proposal Grand Total	\$604,742.00

Contractor shall submit to Owner an itemized application for payment for the cost of the work put in place during the period of the current month. The agreed and approved application for payment will be processed for the total value of activities completed or partially completed but approved by owner and based upon the agreed fee schedule. Accumulated retainage shall be shown as a separate item in the payment request. The total payment for services of Contractor shall not exceed \$604,742.00 as referenced in the itemized fee schedule breakdown and County shall have the right to withhold payment of any disputed amount and or if County determines the quantity and/or quality of the work performed is unacceptable

Prevailing Wage:

When applicable, both Contractor and Subcontractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

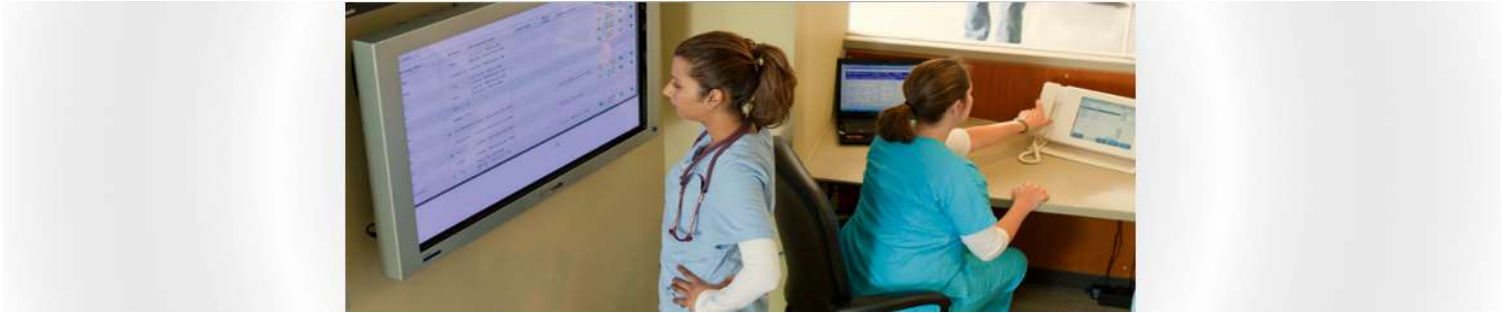
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of

Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Remit invoices via email to:

Department of Public Works
Attention: Chris Bandy
555 County Center, 5th Floor
Redwood City, CA 94063



Prepared for:

**SAN MATEO MEDICAL CENTER
222 W 39TH AVE
SAN MATEO, CA 94403
US**

Hillrom provides safe effective products and services of the highest possible quality on a timely basis that meet or exceed the requirements and expectations of its customers and patients, and that are in compliance with applicable international, federal, state, and local regulations. Our unique market position allows for integration of our products, providing enhanced customer value. Since the inception of Hillrom, our sole focus has been on the healthcare industry. All of our 6,700+ nationwide Hillrom associates make vital contributions to patients and caregivers worldwide by developing and delivering innovative solutions that improve the quality and dignity of patient care through a customized combination of people, products, and services.

Our portfolio includes:

- Care Communications (nurse call, device connectivity)
- Patient Support Systems (frames, surfaces, stretchers)
- Architectural Products (surgical columns, lighting)
- Healthcare Furniture (recliners, sleepers, seating, cabinets and overbed tables)
- Patient Handling Solutions (lifts, accessories)
- Medical Equipment Rentals
- Clinical Programs and Services

To explore our complete portfolio, please visit our website: www.hillrom.com

FINANCING OPTIONS NOW AVAILABLE, please contact your Hillrom sales representative for more information.

Austin Paramore
Digital Health Executive
Care Communications
(325) 843-0170
austin.paramore@hillrom.com

Account Number	601439
Proposal Number	JHEAQ6006
Proposal Date	2/2/2021
Proposal Type	Firm Proposal
Expiration Date	4/3/2021




Project Information - Nurse Call Replacement Base Installation









NaviCare Nurse Call
Please see Statement of Work for details of the project scope.



Proposal Summary

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OR-PACU 2nd Floor	JHEAQ6006	\$64,331.00
Installation Discount	JHEAQ6006	(\$45,000.00)
	Proposal Grand Total	\$604,742.00

Option Proposal(s)	Proposal Number
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Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p>Staff Console Intuitive, easy-to-use centralized call station with touch screen, typically used by unit clerks to answer and respond to patient and staff calls.</p>		*		
<p>Standard Patient/Staff Station Traditional patient nurse call station with audio and three call types – emergency, staff assist, and code blue. Code Blue function is optional on staff station.</p>		*		
<p>Smart Graphical Patient/Staff Stations Next-generation nurse call station that allows for bi-directional exchange of information between NaviCare® applications and 3rd party applications. Code Blue function is optional on staff station.</p>				

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p>Icon-Based Dome/ Zone Lights LED-based visual call indicators with 7-color selection across 8 lenses and includes optional and customizable icons. Can be configured to illuminate based upon staff member role. (Requires Enhanced Staff Locating and Smart Client)</p>		*		
<p>Smart Bed Connectors Allows for the extraction of bed data and calls from the pillow speaker and/or equipment jack.</p>		*		
<p>Emergency Switches Standard emergency call switches.</p>		*		
<p>Patient Pillow Speaker * Optional Microphone, Light and TV Controls for Pillow Speaker.</p>		*		
<p>Patient Call Cord Basic patient call device used where TV and Light controls are not required.</p>		*		
<p>Centralized Call Display (CCD) Allows a nursing unit to maintain primary annunciation for its calls and monitors a subset of calls from another nursing unit. Sample uses include centralized operator call models or centralized code blue monitoring.</p>		*		
<p>Basic Medical Device Alarms Integrations Quarter inch jack for routing of medical alarms through the nurse call system. Device is available in 1, 2 and 6 port design.</p>				
<p>Room Disable / Enable Switch Device used in certain areas of a facility where there is a need to disable calls, such as a psychiatric ward.</p>				

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p>Bathroom Audio Remote audio device that can be placed in a bathroom for audio communication between patient and caregiver.</p>				
<p>Smart Client Web-based application that allows both patient and staff information to be updated in the NaviCare® application and that enables assignments of caregivers to patients from within the NaviCare® application.</p>	<p style="text-align: center; color: red;">Software</p>			
<p>Bed Status Board Bed information can be displayed in a central location to show patient risk assessment, head of bed angle and patient weight.</p> <p>*Requires Hillrom Smart Bed and Smart Client application. Computer and display provided by others.</p>				
<p>Standard Reports Web-based application comprised of a set of predefined reports based on nurse call data sets, which can be scheduled for continuous email delivery via subscription setup.</p> <p>*Requires Standard Reporting server/software</p>	<p style="text-align: center; color: red;">Software</p>			
<p>Enterprise Reporting Web-based application comprised of a set of predefined reports based on nurse call data sets, which can be scheduled for continuous email delivery via subscription setup.</p> <p>*Requires Enterprise Reporting server/software</p>	<p style="text-align: center; color: red;">Software</p>			
<p>Installation Review Scope of Work for installation details.</p>	<p style="text-align: center; color: red;">Services</p>	*	*	
<p>Project Management Our team enters every service engagement with the strong foundation of our scalable methodology, enabling you to benefit from our experience. The principles of our proven solution development and project management methodology guarantee the success of your implementation project, independent of size.</p>	<p style="text-align: center; color: red;">Services</p>	*		
<p>Warranty Support Best in class warranty coverage includes full coverage of parts and labor for the first 18 months from shipment. Also includes five year defective parts coverage on the core solution.</p>	<p style="text-align: center; color: red;">Services</p>	*		

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p>Software Maintenance Agreement (SMA) Protects your investment with software upgrades including major, minor and maintenance releases. Also includes 24 x 7 technical support for your entire solution.</p>	Services	*		
<p>Enhanced Service Agreement (ESA) Optional coverage to extend the initial warranty on an annual renewal basis. Provides full parts and on-site labor coverage plus additional benefits such as preventative maintenance and on-site labor for software upgrades.</p>	Services			
<p><u>Clinical Consulting and Education*</u></p> <p><u>Clinical Consulting and Education generally includes*:</u></p> <ul style="list-style-type: none"> • Project kickoff and Clinical Workshop Two-part session that consists of unit observation and interviews, identification of clinical goals, challenges, workflows, and call flow analysis to determine optimal and effective utilization of technology. • Clinical Workflow Assessment Report-Out Present Workflow Assessment review; validate e-learning access for Customer. • Clinical Super User Education Super user role and responsibilities defined; Onsite mandatory education. E-learning must be completed prior to super-user education. • Ongoing education and Go-Live support Validate nurse call functionalities; validate configurations per CWA; Assist Super Users during their trainings; rounding on units to provide at elbow support • Follow up Clinical Workflow Assessment Follow up assessment specific to Nurse Call utilization; gap analysis of clinical workflow compared to system configuration. <p>*Depends on project scope and days purchased. The assigned Clinical Consultant will assess and create a Clinical Education plan.</p>	Education			



Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p>e-Learning Modules include:</p> <ul style="list-style-type: none"> • NaviCare Nurse Call Dome Lights • NaviCare Nurse Call Staff Tag • NaviCare Nurse Call Standard Room Station • NaviCare Nurse Call Graphical Room Station • NaviCare Nurse Call Graphical Room Station with Locating • NaviCare Nurse Call Graphical Room Station Advanced Applications • NaviCare Nurse Call Staff Console • NaviCare Nurse Call Staff Console with Locating • NaviCare Nurse Call Staff Console Advanced Applications • NaviCare Nurse Call SmartClient • NaviCare Nurse Call Status Board with Advanced Applications <p>Recommended modules will be provided based on specific customer purchase.</p>	<p>Education</p>			
<p>Remote Services Our support team can provide timely support without the time delay of travel to your facility. Using Hillrom Remote Services (HRRS), we can monitor your system and actively identify possible areas of concern.</p>	<p>Remote Services</p>	<p>*</p>		
<p>Enhanced Staff Locating Enables automatic staff location identification and documentation, enhanced staff-to-patient and staff-to-staff communication, and routes calls to the patient station closest in proximity to the assigned caregiver. Staff badge buttons can be configured to place staff duress calls.</p> <p>*Requires Centrak Hardware Infrastructure</p>				
<p>Electronic Patient Room Signage Electronic message board securely displays key information about the patient including risk (ex. Falls risk), assigned caregiver, precautions and more. Integrates to EMR and other clinical software.</p>				

Document Number	JHEAQ6006
Proposal Date	2/2/2021
JDE Number	601439

Sold To:

Ship To:

SAN MATEO MEDICAL CENTER
222 W 39TH AVE
SAN MATEO, CA 94403
US

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222 W 39TH AVE
SAN MATEO, CA 94403
US

650-573-3611

650-573-3611

For Hillrom Care Communications purchases involving hardware and software, a bill of materials (BOM) has been included in this proposal containing the components that comprise the Solution. Any requested changes to the BOM by the customer, or any additional required hardware, software, or services identified by Hill-Rom representatives as part of the installation process, will be quoted and will require a change order form to be processed for installation to be completed.

Solution to be installed based upon a mutually agreed upon schedule.

Customer to provide (on a template provided by Hillrom) a list of: nursing unit names with department, floor numbers, and all patient rooms, staff locations, and associated names / descriptions (i.e. room numbers) when applicable for the upgrade / system modification. This information must be provided to Hill-Rom no less than 45 days prior to scheduled installation date.

Hillrom's performance under this Proposal is contingent upon our access to all areas within the facility to complete the work, including access to existing Hillrom system servers and clients (clinical workstations) for required upgrade installation, testing, and configuration.

Hillrom Remote Service Network Connection, or HRRS Connectivity, is required. The customer is responsible to install/provide network connectivity to each Hill-Rom system server and client for remote access. Lack of network connectivity for Hillrom's secure remote access may result in higher service and support costs.

Parts removed from their original packaging cannot be returned for credit. Hillrom will not be responsible for any stolen, damaged, or lost equipment after delivery. No returns or refunds for 3rd party software including, but not limited to, 3CX and Microsoft licenses, nor custom-made items.

Qty	Part Number	Description	Unit	Extended
	Group	ED 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$56,550.00	\$56,550.00
1	P2570A0003	ROUGH IN BY HILLROM	\$1,660.00	\$1,660.00
		SubTotal		\$58,210.00
	Group	Edison Express 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$17,332.00	\$17,332.00
1	P2570A0003	ROUGH IN BY HILLROM	\$2,715.00	\$2,715.00
		SubTotal		\$20,047.00
	Group	Imaging 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$51,528.00	\$51,528.00
1	P2570A0003	ROUGH IN BY HILLROM	\$1,206.00	\$1,206.00
		SubTotal		\$52,734.00
	Group	Innovative Clinic 3rd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$29,610.00	\$29,610.00
1	P2570A0003	ROUGH IN BY HILLROM	\$6,186.00	\$6,186.00
		SubTotal		\$35,796.00
	Group	Keller Center 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$14,588.00	\$14,588.00
		SubTotal		\$14,588.00
	Group	Laboratory 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$14,187.00	\$14,187.00
1	P2570A0003	ROUGH IN BY HILLROM	\$452.00	\$452.00
		SubTotal		\$14,639.00
	Group	Medical Specialty Clinic 2nd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$27,334.00	\$27,334.00
1	P2570A0003	ROUGH IN BY HILLROM	\$5,130.00	\$5,130.00
		SubTotal		\$32,464.00
	Group	OBGYN Clinic 3rd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$19,554.00	\$19,554.00
1	P2570A0003	ROUGH IN BY HILLROM	\$2,866.00	\$2,866.00
		SubTotal		\$22,420.00
	Group	Pediatric Clinic 3rd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$20,302.00	\$20,302.00
1	P2570A0003	ROUGH IN BY HILLROM	\$3,470.00	\$3,470.00
		SubTotal		\$23,772.00
	Group	Psych ED 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$29,165.00	\$29,165.00
1	P2570A0003	ROUGH IN BY HILLROM	\$303.00	\$303.00
		SubTotal		\$29,468.00
	Group	Ron Robinson Clinic 1st Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$42,449.00	\$42,449.00
1	P2570A0003	ROUGH IN BY HILLROM	\$6,789.00	\$6,789.00
		SubTotal		\$49,238.00
	Group	Surgical Specialty Clinic 2nd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$35,594.00	\$35,594.00
1	P2570A0003	ROUGH IN BY HILLROM	\$7,092.00	\$7,092.00
		SubTotal		\$42,686.00
	Group	Endoscopy 2nd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$51,649.00	\$51,649.00
1	P2570A0003	ROUGH IN BY HILLROM	\$152.00	\$152.00
		SubTotal		\$51,801.00
	Group	ICU 2nd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$37,437.00	\$37,437.00
1	P2570A0003	ROUGH IN BY HILLROM	\$452.00	\$452.00
		SubTotal		\$37,889.00
	Group	Nursing Wing 3rd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$95,585.00	\$95,585.00
1	P2570A0003	ROUGH IN BY HILLROM	\$4,074.00	\$4,074.00
		SubTotal		\$99,659.00
	Group	OR-PACU 2nd Floor		
1	P2570A0003	INSTALLATION BY HILLROM	\$63,879.00	\$63,879.00
1	P2570A0003	ROUGH IN BY HILLROM	\$452.00	\$452.00
		SubTotal		\$64,331.00

Qty	Part Number	Description	Unit	Extended
	Group	Installation Discount		
-1	P2570A0003	INSTALLATION BY HILLROM	\$45,000.00	-\$45,000.00
		SubTotal		-\$45,000.00

Qty	Part Number	Description	Unit	Extended
*Project Grand Total				\$604,742.00

*** Unless noted otherwise, taxes are NOT included in the proposed price.**

**Please send purchase orders to:
email: HitsOrderManagement@hillrom.com
Fax: 919 869-1733**

Hillrom NaviCare Nurse Call Statement of Work (SOW)

Room by Room Project with a Hillrom Certified Installer on Hillrom's Proposal

Hillrom's Care Communications' systems are UL 1069 compliant.

****By issuing a PO or incorporating into a SF-1449 against this proposal, Customer assumes acceptance of this Hillrom NaviCare® Nurse Call ("NNC") Statement of Work ****

Hillrom will assign a Project Manager to manage the scope outlined in this proposal. The Hillrom Project Manager will develop a Project Plan to be managed in conjunction with Customer's Project Manager. This Project Plan will outline specifics of the project including, but not limited to: Scope Definition, Communication Plan, Change Management Plan, Project Constraints, Project Dependencies, Project Assumptions and Project Risks.

1. STAKEHOLDER PARTICIPATION:

- 1.1.** Hillrom and Customer project team members will participate in the following at a minimum:
 - 1.1.1.** Kick-off meeting (on-site or conference call)
 - 1.1.2.** Weekly project status calls. Calls may be cancelled as needed.
 - 1.1.3.** NNC system acceptance. Following certification of the NNC system, a customer representative will sign the provided work orders and User Acceptance Test Documentation and return them to the Hillrom Project Manager.
 - 1.1.4.** Technical review call(s)
- 1.2.** Customer will appoint the following key project stakeholders:
 - 1.2.1.** Project Manager
 - 1.2.2.** IT Lead
 - 1.2.3.** Clinical Lead
 - 1.2.4.** Contractor Leads

2. ROOM TURNOVER SCHEDULE:

- 2.1.** Customer will provide Hillrom/Hillrom's Installer access to four (4) unoccupied patient rooms, in no more than two (2) designated, care units, per day of work schedule as measured on a weekly-average basis for each facility ("Average Access"). In the event Customer fails to provide Average Access, then Hillrom shall have the right to assess a commercially reasonable charge to offset additional costs incurred by Hillrom; provided, however, the Hillrom Project Manager provides periodic updates regarding such access to allow Customer to address the access challenge before any such charges are assessed.
- 2.2.** Hillrom or Installation Contractors are not responsible for moving patients or equipment from rooms to be unoccupied.

3. EQUIPMENT ACCEPTANCE, STORAGE & WARRANTY:

- 3.1.** Customer owns inventory at time of delivery. Inventory is required to be on-site in a climate, access-controlled location. If inventory is to be stored off-site, it is Customer's responsibility to transport equipment to the site, as needed by the Hillrom team. If off-site storage is required, it is Customer's responsibility to pay for storage/insurance fees. Customer is responsible for additional equipment damaged or lost while in storage or transport.
- 3.2.** Inventory of equipment will be completed by a Hillrom Certified Installation Contractor. Customer shall assign a representative to complete/participate in inventory of equipment. Customer will note any Bill of Materials (BoM) discrepancies on the accompanying pick slip, sign the pick slip, and return to the Hillrom Project Manager (PM) within 72 hours of receipt of the equipment, or as pre-arranged with the Hillrom Project Manager.

- 3.3. The Hillrom warranty does not cover devices or components which are not acquired from Hillrom, nor any software other than the Licensed Software from Hillrom. Similarly, any extended service/software maintenance plan does not apply to devices or components, including software, not acquired from Hillrom.
- 3.4. If, during the project, the storage area/equipment needs to be re-located then Customer will be responsible for its movement.

4. SERVICE DELIVERY GUIDELINES (Not all Services noted below are included in this proposal. Please refer to this bill of material for purchased services):

- 4.1. Project Management Services:
 - 4.1.1. Project Management Services are provided remotely, however, Project Managers may travel for designated milestone events including Kick-off Meetings, User Acceptance Testing, Go-live dates, and other approved milestone events.
 - 4.1.2. Project Management travel on-site is determined by the size and scope of the project but will not exceed (4) days per month.
 - 4.1.3. Project Management work hours are generally Monday – Friday, 8:30am to 5:30pm, local time for the assigned Project Manager.
 - 4.1.4. Hillrom will not provide a full-time on-site Project Manager unless otherwise defined in this proposal, agreement or change order.
 - 4.1.5. Hillrom does not supply “stamped” or “engineered” drawings. It is Customer’s responsibility to contract a licensed engineering firm in states where it is required. This includes but is not limited to: Florida, California, South Carolina, Texas and New York.
 - 4.1.6. Hillrom Project Manager will conduct User Acceptance Testing (UAT) for unique system configuration care units after the new NNC system has been installed in the first several rooms. Customer shall accompany Project Manager and sign-off on UAT when complete.
 - Requested programming changes after completion of UAT or initial programming which requires more than two hours of labor or exceeds two programming changes per care unit shall be subject to a change order.
 - When units have been completed and transitioned to Technical Support, Customer should contact Technical Support for system programming changes.
- 4.2. Installation Services (cabling, termination, cabling testing, and hardware device installation):
 - 4.2.1. Installers generally work Monday – Friday, 7:00am to 6:00pm, local time.
 - 4.2.2. Installation Services (to include staging) must be completed before a Hillrom Engineer arrives on-site to begin configuration/certification of the system.
- 4.3. Implementation Services (software configuration, testing, and system certification):
 - 4.3.1. Implementation Services are provided remotely, however, Implementation Engineers may travel for designated milestone events including Kick-off meetings, User Acceptance Testing, Go-live dates, System Certification and State inspections.
 - 4.3.2. If an Implementation Engineer is working on-site, their on-site work hours are, generally, (local times): Monday – 1pm - 5:30pm, Tuesday – Thursday – 8:30am – 5:30pm, Friday – 8:30am – 12pm (noon).
 - 4.3.3. Hillrom will not provide a full-time on-site Implementation Engineer unless otherwise defined in the proposal, agreement or change order.
 - 4.3.4. Implementation Engineers cannot work nights or weekends without prior approval from Hillrom, which may result in additional charges.
 - 4.3.5. Technical Go-live support will be completed in one trip on-site. Additional trips on-site for phased or staged go-live events will require a change order.
- 4.4. Educational Services:
 - 4.4.1. All Educational Services must be scheduled and confirmed by Customer at least fourteen (14) calendar days prior to the start date of the requested service.

- 4.4.2.** Educational Services work hours are generally (local times): Monday – 1pm - 5:30pm, Tuesday – Thursday – 8:30am – 7:30pm, Friday – 8:30am – 12pm (noon).
 - 4.4.3.** Clinical Consultants do not work more than eight (8) hours in any given day. Clinical Consultants do not work nights or weekends without prior approval from Hillrom, which may result in additional charges.
 - 4.4.4.** Hillrom will not provide a full-time on-site Clinical Consultant unless otherwise defined in the proposal, agreement or change order.
 - 4.4.5.** For single-day engagements, Clinical Consultants are only scheduled on Tuesdays or Thursdays.
 - 4.4.6.** Cancelling or rescheduling Educational Services less than seven (7) calendar days prior to a confirmed training date is subject to payment for the full amount of the scheduled Education Service. There is no charge if a confirmed, scheduled Education Service is cancelled or rescheduled more than seven (7) calendar days in advance of the scheduled date.
 - 4.4.7.** Educational Services must be used within twelve (12) months of unit certification or they shall expire without any right of refund.
- 4.5.** HL7 Integration Services:
- 4.5.1.** Customer Interface Engineers and Customer Project Managers must attend project scope meetings and discussions. These will include discussions around the HL7 messages being sent to the Hillrom interface which will need to comply with Hillrom’s specifications.
 - 4.5.2.** Customer Interface Engineers must attend testing and validation calls.
 - 4.5.3.** A Hillrom Interface Engineer will be available for the day of go-live support and additional support for (30) days thereafter.
 - 4.5.4.** A Hillrom Interface Engineer will work with the designated Customer Interface Engineer for necessary bed mapping, message triggers and testing.
 - 4.5.5.** HL7 integrations service inpatient admissions only. Any changes to this routing will incur additional charges.
 - 4.5.6.** HL7 integration services are provided remotely.
 - 4.5.7.** HL7 integration service work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.
 - ADT Services:
 - Hillrom ADT engines will only translate what is provided to the NNC system in HL7 message. Hillrom cannot guarantee the format or inclusion of HL7 message segments from other systems which may transmit them.
 - Outbound Bed Data:
 - Customer is responsible for ensuring the receiving application is capable of consuming outbound bed data messages from Hillrom’s integration interface via HL7.
 - Customer is responsible for the configuration of the receiving application to conform to HL7 standards and Hillrom’s outbound bed data specifications.
 - Inbound Protocols:
 - Customer is responsible for determining the clinical workflow and message triggers.
 - Customer is responsible for ensuring the sending application complies with Hillrom’s HL7 specifications.
 - EMR Migration:
 - EMR migration services purchased ensure that changes made to Customer’s EMR and/or outbound ADT interface will be captured and added to the configurations of the Hillrom production ADT interface.
 - Hillrom’s Interface Engineer will remap the internal database bed values (PV1.3 from Customer’s interface).

- Customer's Interface Engineer or Customer Project Manager to provide bed mapping values. Note that if the mapping will not be changing, the Hillrom Interface Engineer must be made aware of this also.
- Hillrom's Interface Engineer will configure the Hillrom interface changes as needed.

4.6. Virtualization Services:

- 4.6.1.** Virtualized server systems build and maintenance are the responsibility of Customer.
- 4.6.2.** A Hillrom technical resource will be assigned to work on the virtualization service with Customer.
- 4.6.3.** Virtualization services are provided on-site and/or remotely as granted by site sponsor.
- 4.6.4.** Virtualization service work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.

4.7. Wireless Integration Services:

- 4.7.1.** Customer to appoint a Project Manager, IT Lead, Clinical Lead, Telephony Lead and Contractor Lead (if applicable). Customer project team members will work with Hillrom's Project Manager.
- 4.7.2.** Customer team to participate in system acceptance. Testing calls will be scheduled to ensure messaging to mobile devices and callback functionality to Hillrom function correctly.
- 4.7.3.** A Hillrom technical resource will be assigned to work on the Wireless Integrations with Customer.
- 4.7.4.** Integration services to outdated or unsupported wireless systems and/or EMR systems are provided on a best-effort basis, and cannot be guaranteed.
- 4.7.5.** Wireless services are provided remotely.
- 4.7.6.** Wireless services work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.
- 4.7.7.** RF/WiFi coverage is Customer's responsibility. Hillrom may, at its discretion, elect to test and document Customer's WiFi network coverage. Hillrom is not responsible for the improvement, maintenance, and/or service of Customer's WiFi network.
- 4.7.8.** Customer to provide technical information regarding Customer's wireless handset model/versions to support the integration.
- 4.7.9.** Customer is responsible for installation, support, and/or maintenance of Customer's wireless handset system.
- 4.7.10.** If Customer chooses to use middleware, Customer is responsible to ensure the middleware system and wireless handsets are both compatible and support Customer's desired functionality.

4.8. Staff Assignment Services:

- 4.8.1.** Customer is responsible to ensure the third-party system supports sending or receiving assignments.
- 4.8.2.** Customer is responsible to ensure all required fields are available for communication to and from the third-party system, including:
 - Staff Employee ID
 - Staff Role
 - Location ID
 - Wireless Extension Assignment
 - Locator Badge Assignment
- 4.8.3.** Customer is responsible for mapping the Staff Employee ID fields when the identifier is not the same across all systems.

4.9. System Upgrade Services

- 4.9.1.** Remote upgrade work hours are Monday – Friday, 8:30am to 5:30pm, Eastern Time.
- 4.9.2.** Upgrades are only completed on Tuesdays or Thursdays, with prep work for said upgrades being performed on other days of the week.

5. INSTALLATION:

- 5.1.** The Hillrom Certified Installation Contractor is responsible for all necessary permits required by federal, state or local codes. Customer is responsible for any federally-regulated or state-mandated regulatory requirements such as AHCA and OSHPD or requirements adopted by state or local authorities from private

organizations such as FGI. In cases where additional requirements are not identified by customer in pre-PO design reviews, a change order will be required.

- 5.2. ADA and Local Code Requirements for device placements are Customer's responsibility. Hillrom recommendations can be provided.
- 5.3. Hillrom Certified Installer is required to comply with and meet Hardware installation specifications from the **NNC "Hardware Installation"**, and if included in proposal, the **Enhanced Locating "Hardware Installation"** guidelines for the version of NNC to be deployed.
- 5.4. The Hillrom Certified Installer will unbox all Hillrom NNC devices to be staged and will cable them together
- 5.5. The Hillrom Certified Installer will move equipment from storage area to secure staging area, as necessary.
- 5.6. The Hillrom Certified Installer is responsible for unboxing and staging NNC and, where applicable, CenTrak, devices.
- 5.7. Installation Contractor shall be on-site:
 - 5.7.1. To attend pre-installation coordination meetings.
 - 5.7.2. During any state or locally-required inspection.
 - 5.7.3. During any Hillrom Implementation Engineer/Field Service Engineer scheduled site visit.
- 5.8. For NNC implementation, Room by Room deployments in a live hospital unit have the following installation requirements for Customer:
 - 5.8.1. Customer will provide a space at least 8' x 10' for staging, preferably in a Communication/IDF closet where Hillrom POE switches will be installed. If 8' x 10' space provided is in an alternate space, customer will provide a network connection to that area. This must be connected to the Hillrom network.
 - 5.8.2. As Hillrom Certified Installer moves devices from the staging area to the patient rooms being installed, the Installation Contractor will complete the **Room Readiness Acceptance (RRA) Form**.
 - Install devices in room. Verify that the device in the staged area is being moved to pre-determined correct location.
 - Test all devices for functionality per RRA.
 - Obtain initials and signatures on the RRA by both Customer and Installation Contractor who performed the testing.
 - Submit completed RRA form to the Hillrom PM for transition of patient room to Technical Support.

6. NETWORKING & INFRASTRUCTURE REQUIREMENTS:

- 6.1. **Server/network requirements will be provided by the Hillrom Project Manager.**
- 6.2. Hillrom desires to have Customer manage the DNS and the DHCP scope.
- 6.3. Hillrom's Project Manager will provide additional information with regard to:
 - 6.3.1. Server requirements, maintenance and patching
 - 6.3.2. Administrative account access
 - 6.3.3. Host A records
 - 6.3.4. IP schema
 - 6.3.5. Firewall port access
 - 6.3.6. Antivirus requirements
 - 6.3.7. FTP server requirements
 - 6.3.8. Remote access requirements
- 6.4. Cisco Switches:
 - 6.4.1. Hillrom can provide a list of Cisco switches approved for use with the NNC system.
 - 6.4.2. Customer will provide management of the switches.
- 6.5. Customer to provide IT racks or rack space for Hillrom equipment or new racks when space is not available.

- 6.6.** Centralized Code Blue: Addition of a Centralized Code Blue Device (CCD) will require either a new back box and wall space, or new Hillrom faceplate/Ethernet jack and desk space. Any pre-existing CCD will run concurrent with the new CCD during the room by room conversion.

7. MISCELLANEOUS:

7.1. Pillow Speakers:

7.1.1. If purchasing pillow speakers directly from Hillrom, Customer has the option of choosing one of the two options noted below with regards to functionality. If Customer desires functionality different from what is noted here, Hillrom recommends Customer work directly with a pillow speaker manufacturer.

- Pillow Speaker Option 1-NNC button, digital TV channel and volume controls, pain request button, bath request button, control of two lights, and a microphone, or
- Pillow Speaker Option 2-NNC button, digital TV channel and volume controls, control of two lights and a microphone.

7.1.2. Functionality - Any functionality desired by Customer is dependent on the manufacturer and style purchased. Not all functionality available by all pillow speakers is compatible with NNC nor will Hillrom accept any responsibility for installation, wiring, or troubleshooting.

7.2. Smoke Alarm Interface Testing. When a Smoke Alarm Interface (SAI) is implemented with NNC, testing specific to this interface is required by regulation in order for Hillrom to fully certify the NNC system. Hillrom completes testing during the course of any NNC deployment, testing and certification project where an SAI is implemented. Hillrom will work with Customer to schedule any SAI testing.

7.3. Hillrom excludes any and all permits, licenses, taxes, or fees required by the city and/or state where the physical implementation of this proposal occurs.

7.4. Customer will provide all site work credentialing requirements to Hillrom prior to the issuance of a purchase order. Customer will be responsible for any costs associated with Customer's credentialing requirements.

7.5. Project Contingency: This proposal may include a project contingency to cover errors, omissions, delays in construction as applicable, and any unforeseen events. The project contingency will not be billed unless required to cover any of the above events and will be managed via change order. This contingency is intended to cover in-scope hardware, software and services and is not intended to cover hardware and software additions or out of scope services.

7.6. Customer is responsible for entering all staff information, including assignments and locator badge IDs, into Smart Client.

SOW NNC R X R Includes Install

8. Hillrom proposal INCLUDES:

8.1. Installation, termination and testing of provided cabling per Hillrom standards and in compliance with facility guidelines as well as state and local codes.

8.2. Installation of devices into existing locations of previous nurse call equipment locations. No relocation of devices will be included unless provided for in additional documentation and priced specifically within this proposal.

8.3. Cable installation by Hillrom Certified Installer to include:

8.3.1. Home run cables

8.3.2. In-room cables

8.3.3. Labelled patch panels and patch cables (CAT5e or better)

8.3.4. Cable test results and satisfactory terminations

8.3.5. Installation of system devices, unless otherwise noted.

8.3.6. Trash removal to customer location on-site. Excludes dumpster and removal off-site.

8.3.7. Removal of existing in-room nurse call equipment. (This does not include decommissioning of that equipment).

9. Hillrom proposal EXCLUDES:
 - 9.1. Network racks
 - 9.2. Conduit, back boxes, cable trays
 - 9.3. Backbone cabling (defined as cabling between servers and POE switches)
 - 9.4. Fiber core switch, fiber cable or fiber patch cables
 - 9.5. Any additional trim plates, wall plates, adaptor plates, blank plates, reducer rings, surface mount boxes, conduit, back boxes, cable trays and core drilling, not included in this proposal.
 - 9.6. J-hooks, penetration sleeves and any other cable management items.
 - 9.7. Smoke alarm interface unless part of this proposal
 - 9.8. Any additional hardware or software not included in the attached bill of materials.
 - 9.9. Television wall plates and coax cable to television.
 - 9.10. Connection of cable/wire from ASBC to television wall plate and TV jumpers
 - 9.11. Connection of cable/wire from ASBC to lighting controller.
 - 9.12. Connection of cable/wire from ASBC to blind controls.
 - 9.13. Low voltage lighting controllers.
 - 9.14. Patching, painting or wall repair
 - 9.15. Asbestos abatement or hazardous material containment
 - 9.16. Any equipment or service noted as "BY OTHERS" or "BY CUSTOMER"
 - 9.17. Emergency circuit electrical power for Hillrom POE switches, servers, appliances, etc.
 - 9.18. Infection control HEPA-VAC equipment, Containment Cart equipment, etc., unless otherwise noted in this proposal.
 - 9.19. Receiving personnel and bulk storage for equipment.
 - 9.20. Decommission and disposal of existing nurse call or other systems unless otherwise noted in this proposal.
 - 9.21. Removal of existing nurse call hallway cable or head-end equipment.
 - 9.22. Installation of Customer-provided equipment.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

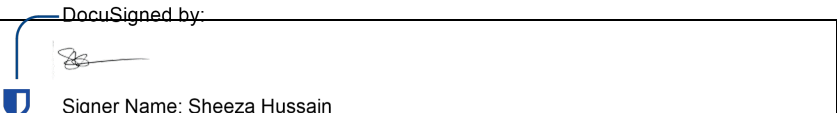
Name of 504 Person: Sheeza Hussain

Name of Contractor(s): Hillrom Company, Inc.

Street Address or P.O. Box: 1225 Crescent Green, Suite 300

City, State, Zip Code: Cary, NC
27518

I certify that the above information is complete and correct to the best of my knowledge

Signature: 

Title of Authorized Official:

VP Sales
3917D7587F9147118C2959B62FF9B2BD

Date: April 16, 2021 | 3:59:42 PM PDT

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.