



Prepared for:

**San Mateo Medical Center
222 W 39th Ave
San Mateo, CA 94403**



Voalte Nurse Call

NC GOLD YEAR 1-3 PAID ANNUALLY

Casey Gretkowski
Hillrom Clinical Workflow Solutions
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Account Number	601439
Proposal Number	CRYQ601439YEAR361925-03
Proposal Date	6/1/2026
Proposal Expiration	8/30/2026
Proposal Type	Renewal

This proposal is valid for 60 days from the proposal date.

Payment Terms are Net 30



Voalte® Nurse Call Services Program

Protecting Patients with ProActive Services

Hill-Rom's Voalte® Nurse Call is designed to protect patients by anticipating care. Like any Health IT product, it requires software upgrades, technical support and maintenance. The below service offerings are designed to ensure your facility is supported every step of the way.

PLAN DETAILS*	SILVER	GOLD	GOLD+	PLATINUM
Software Upgrades	✓	✓	✓	✓
Remote Clinical Upgrade & Consulting Hours **	✓	✓	✓	✓
Onsite Clinical Consulting & Optimization		1 day	1 day	3 days
Technical Training and Certification	✓			
24/7/365 Tech Support	✓	✓	✓	✓
System Configuration Changes	✓	✓	✓	✓
Annual Business Update	✓	✓	✓	✓
Access to Customer Portal	✓	✓	✓	✓
System Security Certificate Updates	✓	✓	✓	✓
Onsite Field Dispatch		✓	✓	✓
Annual Preventive Maintenance		✓	✓	✓
Parts Coverage (Including Labor)		✓	✓	✓
CenTrak RTLS Battery Maintenance (2x/yr)			✓	✓
Quarterly Business Reviews				✓

*The Silver Services Package is essential to continue to receive software maintenance services as set forth in your facility's purchase documents.

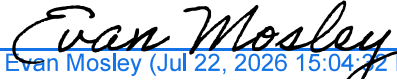
**Hours vary by plan.

The Voalte Nurse Call Services Program is governed by: (1) this Proposal; (2) the Voalte Nurse Call Services Program Terms and Conditions available at www.hillrom.com/en/products/care-comms-nurse-call/care-comms-terms/ (the "Terms"); and (3) the Voalte Nurse Call Services Program Details available at www.hillrom.com/serviceoptions/nurseccall/ (these documents are collectively referred to herein as the "Services Agreement"). The Terms apply to the term of the Voalte Nurse Call Services Program contemplated by this Proposal, any subsequent renewal term, and any other Voalte Nurse Call Services Program purchased by Customer. The Terms will be deemed incorporated by reference into any subsequent proposals entered into by and between Hill-Rom Company, Inc. ("Hillrom") and Customer with respect to a Voalte Nurse Call Services Program.

Hillrom will invoice Customer annually under the Services Agreement. By signing this Proposal, you represent and warrant that you are authorized to accept the terms of the Services Agreement on behalf of Customer.

Upon Customer's signature hereto, the Services Agreement shall constitute legal, valid, and binding obligations of Hillrom and Customer.

For Hill-Rom Company, Inc.


Evan Mosley (Jul 22, 2026 15:04:22 EDT)

Assoc. Director - Global Connectivity

Signature

Date

Name (please print)

CUSTOMER:

601439
San Mateo Medial Center
222 W 39th Ave
San Mateo, CA 94403

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board



YEAR 1-3 PAID ANNUALLY

San Mateo Medical Center 601439

CRYQ601439YEAR361925-03 NC GOLD

			YEAR 1	YEAR 2	YEAR 3	
			10/1/25-9/30/26	10/1/26-9/30/27	10/1/27-9/30/28	
Installation Location	Start Date	End Date				
INTEGRATION - HL7 TO NNC, 1 AB, 1 AB ADDS, 2 AB, 2 AB ADDS, ENTERPRISE	10/1/2025	9/30/2028	\$ 31,359.07	\$ 32,927.03	\$ 34,573.38	
PBX GROUND	10/1/2025	9/30/2028	\$ 1,892.19	\$ 1,986.80	\$ 2,086.14	
EDISON EXPRESS 1ST FLR	10/1/2025	9/30/2028	\$ 2,379.54	\$ 2,498.51	\$ 2,623.44	
RON ROBINSON CLINIC 1ST FLR	10/1/2025	9/30/2028	\$ 5,915.07	\$ 6,210.82	\$ 6,521.36	
NURSING WING 3RD FLR	10/1/2025	9/30/2028	\$ 8,559.15	\$ 8,987.11	\$ 9,436.46	
MEDICAL SPECIALTY CLINIC 2ND FLR	10/1/2025	9/30/2028	\$ 3,635.78	\$ 3,817.57	\$ 4,008.45	
PSYCH ED 1ST FLR	10/1/2025	9/30/2028	\$ 3,309.39	\$ 3,474.85	\$ 3,648.60	
INNOVATIVE CLINIC 3RD FLR	10/1/2025	9/30/2028	\$ 3,038.00	\$ 3,189.91	\$ 3,349.40	
OBGYN CLINIC 3RD FLR	10/1/2025	9/30/2028	\$ 2,576.36	\$ 2,705.17	\$ 2,840.43	
PEDIATRIC CLINIC 3RD FLR	10/1/2025	9/30/2028	\$ 2,581.97	\$ 2,711.07	\$ 2,846.62	
SURGICAL SPECIALTY CLINIC 2ND FLR	10/1/2025	9/30/2028	\$ 4,074.06	\$ 4,277.76	\$ 4,491.65	
2ND FLR OR PACU	10/1/2025	9/30/2028	\$ 6,984.32	\$ 7,333.53	\$ 7,700.21	
1ST FLOOR IMAGING	4/1/2026	9/30/2028	\$ 2,325.77	\$ 4,884.12	\$ 5,128.33	
KELLER CENTER 1ST FLOOR	4/1/2026	9/30/2028	\$ 993.29	\$ 2,085.91	\$ 2,190.20	
LAB 1ST FLOOR	4/1/2026	9/30/2028	\$ 944.08	\$ 1,982.57	\$ 2,081.70	
ENDOSCOPY 2ND FLOOR	4/1/2026	9/30/2028	\$ 2,253.80	\$ 4,732.98	\$ 4,969.63	
1ST FLOOR ED	4/1/2026	9/30/2028	\$ 2,735.96	\$ 5,745.52	\$ 6,032.80	
ADT HL7 INTEGRATION	5/1/2026	9/30/2028	\$ 2,137.63	\$ 5,386.82	\$ 5,656.16	
ICU 2ND FLOOR	5/1/2026	9/30/2028	\$ 1,542.70	\$ 3,887.59	\$ 4,081.97	TOTAL YEAR 1-3
Annual Total(s)			\$ 89,238.13	\$ 108,825.64	\$ 114,266.93	\$ 312,330.70
Multiyear Savings				\$ (2,609.24)	\$ (4,864.04)	\$ (7,473.28)
Grand Total			\$ 89,238.13	\$ 106,216.40	\$ 109,402.89	\$ 304,857.42

EXHIBIT A
VOALTE (FORMERLY NAVICARE) NURSE CALL
SERVICES TERMS AND CONDITIONS

1. **Scope; Entire Agreement.** These Voalte Nurse Call Services Terms and Conditions apply to the maintenance, repair, support, and other services offered by Hill-Rom Company, Inc. ("Hillrom") that are described in the Voalte Nurse Call Services Program Details at <https://www.hillrom.com/serviceoptions/nursecall/>, as the same may be updated from time to time (each, a "Services Program"). The following documents, listed in order of precedence in the event of any inconsistency among them, constitute the agreement between Hillrom and Customer with respect to the Services Program ("Agreement"): (i) Hillrom's proposal ; (ii) these Voalte Nurse Call Services Terms and Conditions; and (iii) the Services Program description. To the extent Hillrom and Customer do not execute Hillrom's proposal , Customer's acceptance of any services performed by Hillrom signifies Customer's acceptance of the terms of the Agreement. The Agreement represents the entire agreement between Hillrom and Customer with respect to the Services Program and supersedes any other oral or written agreement between Hillrom and Customer. The Agreement will prevail over any conflicting terms in Customer's purchase order and may only be modified in a writing signed by both parties.
2. **Effective Date.** The effective date of the Agreement is as provided in Hillrom's proposal.
3. **Initial Term and Renewal.** Unless otherwise specified in Hillrom's proposal, the initial term, and each renewal term, of the Services Program is twelve (12) months. The Services Program may be renewed upon Hillrom's and Customer's execution of a renewal proposal. Any entitlements not used during the applicable term of the Services Program do not roll over to the subsequent term.
4. **Payment Terms.** Customer must pay the annual fee for the Services Program in full in advance; the annual fee is not refundable. The fee does not include any applicable sales, use or other taxes payable by Customer. Payment is due net thirty (30) days from invoice date. Unless waived by Hillrom in writing, undisputed overdue invoices shall be subject to an overdue payment charge equal to the lesser of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay Hillrom for any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Hillrom to collect any amounts owed to it. Customer may be obligated to accurately reflect and/or report any discount, rebate, or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure, and Hillrom's invoices may not reflect Customer's net cost. Customer may make written request to Hillrom in the event it requires additional information to meet applicable reporting or disclosure obligations.
5. **Suspension of Performance.** If Customer fails to comply with the net thirty (30) days payment term, Hillrom may suspend the performance of services upon five (5) days' written notice unless (i) Hillrom receives full payment, or (ii) the parties agree in writing to alternative payment arrangements. Hillrom reserves the right to cancel the Services Program upon written notice to Customer with immediate effect if Customer fails to rectify its non-payment or continues to default on its payment obligation.
6. **Exclusions; Cancellation.** The Services Programs do not cover damage to or failure of covered products, equipment, or software caused by, in whole or in part, the following as determined by Hillrom in its sole discretion: (i) modification or upgrade, improper repair, or relocation by anyone other than Hillrom; (ii) misuse or improper use, including failure to comply properly with routine maintenance requirements specified in the directions for use or service manual; (iii) natural disasters, extreme weather, or other catastrophe; (iv) loss of, or fluctuation in, electrical power, air conditioning or humidity control; (v) failure or refusal to implement software changes or updates; or (vi) use of non-Hillrom accessories, replacement parts, and/or third-party software not authorized in writing by Hillrom. In addition, the Services Programs do not cover products, equipment, or software with missing or altered serial numbers. Pursuant to this Section 6, if Customer or any third party modifies any covered Product, Hillrom may immediately cancel support for the modified Product by giving five (5) days' written notice of cancellation.
7. **N0n-Solicitation.** INTENTIONALLY OMITTED.
8. **Warranty.** Hillrom warrants that it will perform services in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing services in accordance with industry standards. Hillrom's exclusive obligation, and Customer's exclusive remedy, for breach of the foregoing warranty is re-performance of

defective services. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILLROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.

9. **Limitation of Liability.** Hillrom will not be liable for loss or damages because of delays or nonperformance resulting from any cause beyond Hillrom's reasonable foresight or control. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF GOODWILL, OR LOSS OF DATA, OR ANY EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DIRECT DAMAGES IN AN AMOUNT GREATER THAN THE FEE FOR THE SERVICES PROGRAM PAYABLE BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OCCURRED.
10. **General.** Hillrom and Customer shall comply at all times with applicable federal and state laws and regulations. Customer may assign the Agreement upon notice to Hillrom. Hillrom 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 Hillrom under this Agreement without the prior written consent of Customer. Any such assignment or subcontract without Customer's prior written consent shall give Customer the right to automatically and immediately terminate this Agreement without penalty or advance notice.
11. **Governing Law.** Both parties agree to remain silent.
12. **Hold Harmless.** Hillrom shall indemnify, defend, and hold Customer harmless from and against any and all liabilities, including damages, costs, expenses and reasonable attorney's fees (collectively "Liabilities") to the extent the Liabilities arise out of (a) the gross negligence or willful misconduct by Hillrom or its authorized representative, (b) breach of this Agreement by Hillrom or its authorized representative, or (c) Hillrom'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. Hillrom will have no obligation to indemnify, defend, or hold Customer harmless hereunder to the extent a Liability arises out of Customer's breach of any of its obligations under this Agreement or the negligence or willful misconduct of Customer. Customer shall indemnify, defend and hold Hillrom harmless from and against any and all Liabilities arising out of (i) the gross negligence or willful misconduct by Customer or its authorized representatives, or (ii) breach of this Agreement by Customer or its authorized representative. The duty of Hillrom 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.
13. **Insurance.** Hillrom reserves the right to maintain an insurance program or self-insure during the Term of the Agreement to cover product liability, general liability, and property damage risks against any insurable claim or claims, which might or could arise regarding Products purchased from Hillrom. General liability will contain a minimum combined single limit of liability for bodily injury and property damage in the amounts of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, Hillrom shall provide Purchaser a certificate of insurance or letters of self-insurance. The types and limits of insurance shall include: (i) Workers Compensation Insurance in accordance with limits imposed by applicable state law; and (ii) Business Automobile Liability, with not less than \$1 million per occurrence.
14. **Compliance with Living Wage Ordinance.** As required by Chapter 2.88 of the San Mateo County Ordinance Code, Hillrom certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.
15. **Hospital and Clinics Credentialing Program.** Hillrom and Hillrom's representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Contractor Credentialing Program prior to conducting business onsite. It is important that each Hillrom representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on

SMMC's profile page through <https://login.ghx.com>.

16. Access and Retention of Books and Records. To the extent that Section 1861(v)(1) of the Social Security Act (the "Act") is applicable to this Agreement and until the expiration of four (4) years after the termination or expiration of this Agreement, Hillrom will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any applicable books, documents, records and other data of Hillrom that are necessary to certify the nature and extent of costs incurred by Hillrom under this Agreement. If Hillrom carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of \$10,000 or more over a twelve-month period, Hillrom will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of applicable records of said related organization that are necessary to certify the nature and extent of cost incurred by Hillrom for such service.